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DAVID URQUHART and WESTHAMPTON, LTD.

8  
9 **UNITED STATES DISTRICT COURT**

10 **DISTRICT OF NEVADA**

11 ABIGAIL INVESTMENTS LLC, a Nevada limited  
liability company,

12 Plaintiff,

13 v.

14 DAVID URQUHART, an individual,

15 Defendant.

16  
17 DAVID URQUHART, an individual; and  
WESTHAMPTON, LTD., a Canadian entity,

18 Counter-claimants,

19 v.

20 ABIGAIL INVESTMENTS, LLC, a Nevada limited  
liability company; MAINLAND RESOURCES, INC., a  
21 Nevada corporation; ROBERT FEDUN, an individual;  
SIMEON KING HORTON, an individual; MICHAEL  
22 NEWPORT, an individual; BRENT PIERCE, an  
individual; GINO CICCI, an individual; VAUGHN  
23 BARBON, an individual; EMPIRE STOCK  
TRANSFER, INC., a Nevada corporation; WILLIAM  
24 THOMAS, an individual; MORGAN CREEK ENERGY  
CORPORATION, a Nevada corporation; PIERCO  
25 PETROLEUM, INC., an Oklahoma corporation;

Case No. 09-CV-1174-(LRH) (GF)

**DEFENDANT DAVID  
URQUHART'S ANSWER TO  
PLAINTIFF'S COMPLAINT  
AND JURY DEMAND AND  
COUNTER-CLAIMANTS  
DAVID URQUHART AND  
WESTHAMPTON, LTD.'S  
COUNTER-COMPLAINT  
AND JURY DEMAND**

1 PIERCO ENERGY COPRORATION, an Oklahoma  
2 corporation; BYRON COULTHARD, and individual;  
3 ERNEST SOROCHAN, an individual; ANGELO  
4 VIARD, an individual; MARCUS JOHNSON, an  
5 individual; THOMAS MARKHAM, II, an individual; D.  
6 BRUCE HORTON, an individual; BLAKE BOX, an  
7 individual; STEPHEN JEWETT, an individual; ERIK  
8 ESSIGER, an individual; PETER WILSON, an  
9 individual; and DOES I-X, inclusive;

10 Counter-defendants.

11 **DEFENDANT DAVID URQUHART'S ANSWER TO PLAINTIFF'S COMPLAINT**

12 Except as expressly admitted, qualified, or otherwise answered herein, Defendant David  
13 Urquhart ("Mr. Urquhart") denies each and every allegation of Plaintiff Abigail Investments  
14 LLC's ("Abigail") Complaint. Mr. Urquhart answers Abigail's Complaint as follows:

15 **THE PARTIES**

16 1. In response to the allegations contained in paragraph 1 of the Complaint, Mr.  
17 Urquhart states that he is without knowledge or information sufficient to form a belief as to the  
18 truth or falsity of the allegations that purport to apply to Abigail and, on that basis, denies them.  
19 Mr. Urquhart otherwise denies the remaining allegations contained in paragraph 1.

20 2. Mr. Urquhart admits the allegations contained in paragraph 2 of the Complaint.

21 3. Mr. Urquhart believes that the allegations contained in paragraph 3 of the  
22 Complaint do not require a response, because they assert legal conclusions, rather than stating  
23 factual allegations. To the extent any response is required, Mr. Urquhart denies the allegations  
24 contained in paragraph 3.

25 **GENERAL ALLEGATIONS**

4. In response to the allegations contained in paragraph 4 of the Complaint, Mr.  
Urquhart admits that he served as a director of Mainland Resources, Inc. Mr. Urquhart denies  
the remaining allegations contained in paragraph 4.

1           5.       In response to the allegations contained in paragraph 5 of the Complaint, Mr.  
2 Urquhart states that he is without knowledge or information sufficient to form a belief as to the  
3 truth or falsity of the allegations that purport to apply to a third party and, on that basis, denies  
4 them. Mr. Urquhart otherwise denies the remaining allegations contained in paragraph 5.

5           6.       In response to the allegations contained in paragraph 6 of the Complaint, Mr.  
6 Urquhart admits that on April 8, 2008, he entered into separate agreements with Abigail, Robert  
7 Fedun, Simeon King, and Michael Newport for the receipt of 500,000 shares of Mainland  
8 Resources, Inc.'s stock. Mr. Urquhart denies the remaining allegations contained in paragraph  
9 6. Furthermore, Mr. Urquhart states that the "Separate Agreements" speak for themselves.

10          7.       In response to the allegations contained in paragraph 7 of the Complaint, Mr.  
11 Urquhart states that the "Separate Agreements" speak for themselves. Mr. Urquhart otherwise  
12 denies the allegations contained in paragraph 7.

13          8.       In response to the allegations contained in the first paragraph 8 of the Complaint,  
14 Mr. Urquhart admits that he did not remit payment to Abigail, Robert Fedun, Simeon King, or  
15 Michael Newport in exchange for the 500,000 shares of Mainland Resources, Inc.'s stock. Mr.  
16 Urquhart denies the remaining allegations contained in the first paragraph 8.

17          9.       In response to the allegations contained in the second paragraph 8 of the  
18 Complaint, Mr. Urquhart states that the "Separate Agreements" speak for themselves. Mr.  
19 Urquhart otherwise denies the allegations contained in the second paragraph 8.

20          10.      In response to the allegations contained in paragraph 9 of the Complaint, Mr.  
21 Urquhart admits that on May 29, 2008, Mainland Resources, Inc.'s stock underwent a split of  
22 1.5:1, and that as a result of this split, Mr. Urquhart was entitled to 750,000 shares of Mainland  
23 Resources, Inc.'s stock. Mr. Urquhart denies the remaining allegations contained in paragraph  
24 9.  
25

1           11.     In response to the allegations contained in paragraph 10 of the Complaint, Mr.  
2     Urquhart states that the "Subsequent Agreement" speaks for itself. Furthermore, Mr. Urquhart  
3     states that he is without knowledge or information sufficient to form a belief as to the truth or  
4     falsity of the allegations contained in paragraph 10 that purport to apply to Abigail and/or third  
5     parties and, on that basis, denies them. Mr. Urquhart otherwise denies the remaining allegations  
6     contained in paragraph 10.

7           12.     In response to the allegations contained in paragraph 11 of the Complaint, Mr.  
8     Urquhart states that the "Subsequent Agreement" speaks for itself. Furthermore, Mr. Urquhart  
9     states that he is without knowledge or information sufficient to form a belief as to the truth or  
10    falsity of the allegations in paragraph 11 that purport to apply to Abigail and/or third parties and,  
11    on that basis, denies them. Mr. Urquhart otherwise denies the remaining allegations contained  
12    in paragraph 11.

13          13.     In response to the allegations contained in paragraph 12 of the Complaint, Mr.  
14    Urquhart states that the "Subsequent Agreement" speaks for itself. Mr. Urquhart otherwise  
15    denies the allegations contained in paragraph 12.

16          14.     In response to the allegations contained in paragraph 13 of the Complaint, Mr.  
17    Urquhart states that the "Subsequent Agreement" speaks for itself. Furthermore, Mr. Urquhart  
18    states that he is without knowledge or information sufficient to form a belief as to the truth or  
19    falsity of the allegations in paragraph 13 that purport to apply to Abigail and/or third parties and,  
20    on that basis, denies them. Mr. Urquhart otherwise denies the remaining allegations contained  
21    in paragraph 13.

22          15.     In response to the allegations contained in paragraph 14 of the Complaint, Mr.  
23    Urquhart states that the "Subsequent Agreement" and "Separate Agreements" speak for  
24    themselves. Furthermore, Mr. Urquhart states that he is without knowledge or information  
25    sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 14

1 that purport to apply to Abigail and/or third parties and, on that basis, denies them. Mr.  
2 Urquhart otherwise denies the remaining allegations contained in paragraph 14.

3 16. In response to the allegations contained in paragraph 15 of the Complaint, Mr.  
4 Urquhart states that he is without knowledge or information sufficient to form a belief as to the  
5 truth or falsity of the allegations contained in paragraph 15 that purport to apply to third parties  
6 and, on that basis, denies them. Mr. Urquhart otherwise denies the remaining allegations  
7 contained in paragraph 15.

8 17. In response to the allegations contained in paragraph 16 of the Complaint, Mr.  
9 Urquhart admits that he requested that the legend be removed from the stock certificates. Mr.  
10 Urquhart denies the remaining allegations contained in paragraph 16.

11 18. In response to the allegations contained in paragraph 17 of the Complaint, Mr.  
12 Urquhart states that the "demand" speaks for itself. Furthermore, Mr. Urquhart admits that on  
13 February 24, 2009, he was served with a demand to immediately transfer all stock certificates  
14 and other documentation representing ownership of the stock of Mainland Resources, Inc. to  
15 Abigail. Mr. Urquhart denies the remaining allegations contained in paragraph 17.

16 19. In response to the allegations contained in paragraph 18 of the Complaint, Mr.  
17 Urquhart admits that he has not transferred stock certificates or other documentation of  
18 ownership of shares of stock of Mainland Resources, Inc. to Abigail. Mr. Urquhart denies the  
19 remaining allegations contained in paragraph 18.

## 20 CAUSE OF ACTION

### 21 (Request for Declaratory Relief)

22 20. In response to the allegations contained in paragraph 19 of the Complaint, Mr.  
23 Urquhart incorporates by this reference each of its responses set forth above.

24 21. In response to the allegations contained in paragraph 20 of the Complaint, Mr.  
25 Urquhart states that he is without knowledge or information sufficient to form a belief as to the

1 truth or falsity of the allegations in paragraph 20 that purport to apply to Abigail and, on that  
2 basis, denies them. Furthermore, Mr. Urquhart believes that paragraph 20 does not require a  
3 response because it asserts legal conclusions, rather than stating factual allegations. To the  
4 extent any response is required, Mr. Urquhart denies the allegations contained in paragraph 20.

5 22. In response to the allegations contained in paragraph 21 of the Complaint, Mr.  
6 Urquhart states that he is without knowledge or information sufficient to form a belief as to the  
7 truth or falsity of the allegations in paragraph 21 that purport to apply to Abigail and, on that  
8 basis, denies them. Furthermore, Mr. Urquhart believes that paragraph 21 does not require a  
9 response because it asserts legal conclusions, rather than stating factual allegations. To the  
10 extent any response is required, Mr. Urquhart denies the allegations contained in paragraph 21.

11 23. In response to the allegations contained in paragraph 22 of the Complaint, Mr.  
12 Urquhart states that he is without knowledge or information sufficient to form a belief as to the  
13 truth or falsity of the allegations in paragraph 22 that purport to apply to Abigail and, on that  
14 basis, denies them. Furthermore, Mr. Urquhart believes that paragraph 22 does not require a  
15 response because it asserts legal conclusions, rather than stating factual allegations. To the  
16 extent any response is required, Mr. Urquhart denies the allegations contained in paragraph 22.

17 24. Mr. Urquhart believes that paragraph 23 of the Complaint does not require a  
18 response because it asserts legal conclusions, rather than stating factual allegations. To the  
19 extent any response is required, Mr. Urquhart denies the allegations contained in paragraph 23.

20 25. In response to the allegations contained in paragraph 24 of the Complaint, Mr.  
21 Urquhart states that NRS 30.030 speaks for itself. Furthermore, Mr. Urquhart believes that  
22 paragraph 24 does not require a response because it asserts legal conclusions, rather than stating  
23 factual allegations. To the extent any response is required, Mr. Urquhart denies the allegations  
24 contained in paragraph 24.

25

1           26.     In response to the allegations contained in paragraph 25 of the Complaint, Mr.  
2     Urquhart states that NRS 30.030 speaks for itself. Furthermore, Mr. Urquhart believes that  
3     paragraph 25 does not require a response because it asserts legal conclusions, rather than stating  
4     factual allegations. To the extent any response is required, Mr. Urquhart denies the allegations  
5     contained in paragraph 25.

6           27.     In response to the allegations contained in paragraph 26 of the Complaint, Mr.  
7     Urquhart states that NRS 30.040 speaks for itself. Furthermore, Mr. Urquhart believes that  
8     paragraph 26 does not require a response because it asserts legal conclusions, rather than stating  
9     factual allegations. To the extent any response is required, Mr. Urquhart denies the allegations  
10    contained in paragraph 26.

11          28.     In response to the allegations contained in paragraph 27 of the Complaint, Mr.  
12    Urquhart states that NRS 30.040 and the "Separate Agreements" speak for themselves.  
13    Furthermore, Mr. Urquhart states that he is without knowledge or information sufficient to form  
14    a belief as to the truth or falsity of the allegations in paragraph 27 that purport to apply to  
15    Abigail and, on that basis, denies them. Mr. Urquhart also believes that paragraph 27 does not  
16    require a response because it asserts legal conclusions, rather than stating factual allegations. To  
17    the extent any response is required, Mr. Urquhart denies the allegations contained in paragraph  
18    27. Finally, Mr. Urquhart denies that Abigail is entitled to the relief sought in the Complaint.

19          29.     With respect to the Prayer for Relief appearing after paragraph 27 of the  
20    Complaint, Mr. Urquhart denies that the Abigail is entitled to the relief sought in Abigail's  
21    "Prayer."

22          30.     Mr. Urquhart denies each and every allegation not expressly admitted above.

23    ///

24    ///

25    ///



1 And now, having answered Abigail's Complaint, Mr. Urquhart sets forth his affirmative  
2 defenses as follows:

3 **FIRST AFFIRMATIVE DEFENSE**

4 The Complaint fails to set forth facts sufficient to state a claim upon which relief may be  
5 granted against Mr. Urquhart and further fails to entitle Abigail to the relief sought, or to any  
6 other relief whatsoever from Mr. Urquhart.

7 **SECOND AFFIRMATIVE DEFENSE**

8 Abigail's claims against Mr. Urquhart are barred, in whole or in part, by the doctrines of  
9 laches, waiver, and/or estoppel.

10 **THIRD AFFIRMATIVE DEFENSE**

11 If, as alleged, Mr. Urquhart failed to fulfill conditions precedent to the "Separate  
12 Agreements," which is specifically denied, then this failure was caused, in whole or in part, by  
13 the acts or omissions of others, whether individual, corporate, or otherwise, whether named or  
14 unnamed in the Complaint, for whose conduct Mr. Urquhart is not responsible.

15 **FOURTH AFFIRMATIVE DEFENSE**

16 If, as alleged, Mr. Urquhart failed to fulfill conditions precedent to the "Separate  
17 Agreements," which is specifically denied, then this failure was caused, in whole or in part, by  
18 independent, intervening, and/or superseding cause(s) for which Mr. Urquhart may not be held  
19 responsible.

20 **FIFTH AFFIRMATIVE DEFENSE**

21 Even if, as alleged, Mr. Urquhart failed to fulfill conditions precedent to the "Separate  
22 Agreements," which is specifically denied, Abigail's recovery is barred, in whole or in part, by  
23 Abigail's failure to mitigate any of its damages allegedly sustained.

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25 ///



1 **SIXTH AFFIRMATIVE DEFENSE**

2 If, as alleged, Mr. Urquhart failed to fulfill conditions precedent to the "Separate  
3 Agreements," which is specifically denied, then this failure was caused, in whole or in part, by  
4 the actions of Abigail.

5 **SEVENTH AFFIRMATIVE DEFENSE**

6 If, as alleged, Mr. Urquhart failed to fulfill conditions precedent to the "Separate  
7 Agreements," which is specifically denied, then this failure was caused, in whole or in part, by  
8 Abigail's own negligence, carelessness, poor business judgment, and/or such acts or omissions  
9 of its authorized agents.

10 **EIGHTH AFFIRMATIVE DEFENSE**

11 If, as alleged, Mr. Urquhart failed to fulfill conditions precedent to the "Separate  
12 Agreements," which is specifically denied, Abigail waived and/or ratified this alleged failure.

13 **NINTH AFFIRMATIVE DEFENSE**

14 Abigail's claims are barred by its own fraudulent conduct.

15 **TENTH AFFIRMATIVE DEFENSE**

16 Mr. Urquhart has been forced to retain the services of an attorney to defend this action,  
17 and Mr. Urquhart is entitled to reasonable attorney's fees and costs of suit incurred herein.

18 **ELEVENTH AFFIRMATIVE DEFENSE**

19 Mr. Urquhart reserves the right to assert any other defense that may become available or  
20 appear during the discovery proceedings or otherwise in this case.

21 **TWELFTH AFFIRMATIVE DEFENSE**

22 Mr. Urquhart has not yet completed a thorough investigation and study of all facts and  
23 circumstances of the subject matter of the Complaint, and accordingly, reserves the right to  
24 amend, modify, revise, or supplement his Answer, and to plead such further defenses and take  
25

1 such further actions as it deems proper and necessary in its defense upon the completion of said  
2 investigation and study.

3 WHEREFORE, Mr. Urquhart respectfully requests the Court to dismiss the Complaint  
4 with prejudice and grant such further relief as the Court deems proper.

### 5 6 7 **JURY DEMAND**

8 Pursuant to Federal Rule of Civil Procedure 38(b), Mr. Urquhart demands a jury trial of  
9 all issues so triable.

### 10 11 12 **COUNTER-CLAIMANTS DAVID URQUHART AND WESTHAMPTON, LTD.'S**

### 13 **COUNTER-COMPLAINT AND JURY DEMAND**

14 Defendant/Counter-claimant David Urquhart ("Mr. Urquhart") and, pursuant to Federal  
15 Rule of Civil Procedure 13(h), Counter-Claimant Westhampton, Ltd. ("Westhampton"), through  
16 their undersigned counsel of record, bring the following counterclaims against Plaintiff/Counter-  
17 defendant Abigail Investments, LLC ("Abigail"), and, pursuant to Federal Rule of Civil  
18 Procedure 13(h), brings the following counterclaims against additional Counter-defendants  
19 Mainland Resources, Inc. ("Mainland"), Robert Fedun ("Mr. Fedun"), Simeon King Horton  
20 ("Ms. Horton"), Michael Newport ("Mr. Newport"), Brent Pierce ("Mr. Pierce"), Gino Cicci  
21 ("Mr. Cicci"), Vaughn Barbon ("Mr. Barbon"), Empire Stock Transfer, Inc. ("Empire"),  
22 William Thomas ("Mr. Thomas"), Morgan Creek Energy Corporation ("Morgan Creek"), Pierco  
23 Petroleum, Inc. ("Pierco"), Pierco Energy Corporation ("Pierco Energy"), Byron Coulthard  
24 ("Mr. Coulthard"), Ernest Sorochoan ("Mr. Sorochoan"), Angelo Viard ("Mr. Viard"), Marcus  
25 Johnson ("Mr. Johnson"), Thomas Markham, II ("Mr. Markham"), D. Bruce Horton ("Mr.

1 Horton”), Blake Box (“Mr. Box”), Stephen Jewett (“Mr. Jewett”), Erik Essiger (“Mr. Essiger”),  
2 and Peter Wilson (“Mr. Wilson”) (collectively, with Abigail, referred to as “Counter-  
3 defendants”), and alleges as follows:

4 **PARTIES**

- 5 1. Mr. Urquhart is an individual residing in Alberta, Canada.
- 6 2. Westhampton is a Canadian entity with its principal place of business in Alberta,  
7 Canada.
- 8 3. Mr. Urquhart is the owner of Westhampton.
- 9 4. Mr. Urquhart and Westhampton are informed and believe that Abigail is a  
10 Nevada limited liability company.
- 11 5. Mr. Urquhart and Westhampton are informed and believe that Mainland is a  
12 Nevada corporation, with its principal place of business in Houston, Texas.
- 13 6. Mr. Urquhart and Westhampton are informed and believe that Mr. Fedun is a  
14 resident of Alberta, Canada.
- 15 7. Mr. Urquhart and Westhampton are informed and believe that Ms. Horton is a  
16 resident of Louisiana.
- 17 8. Mr. Urquhart and Westhampton are informed and believe that Mr. Newport is a  
18 resident of Texas.
- 19 9. Mr. Urquhart and Westhampton are informed and believe that Mr. Pierce is a  
20 resident of British Columbia, Canada.
- 21 10. Mr. Urquhart and Westhampton are informed and believe that Mr. Cicci is a  
22 resident of British Columbia, Canada.
- 23 11. Mr. Urquhart and Westhampton are informed and believe that Mr. Barbon is a  
24 resident of British Columbia, Canada.

25

1           12.     Mr. Urquhart and Westhampton are informed and believe that Empire is a  
2 Nevada corporation with its principal place of business in Henderson, Nevada.

3           13.     Mr. Urquhart and Westhampton are informed and believe that Mr. Thomas is a  
4 resident of British Columbia, Canada.

5           14.     Mr. Urquhart and Westhampton are informed and believe that Morgan Creek is a  
6 Nevada corporation with its principal place of business in Dallas, Texas.

7           15.     Mr. Urquhart and Westhampton are informed and believe that Pierco is an  
8 Oklahoma corporation with its principal place of business in Vancouver, British Columbia,  
9 Canada.

10          16.     Mr. Urquhart and Westhampton are informed and believe that Pierco Energy is  
11 an Oklahoma corporation with its principal place of business in Texas.

12          17.     The current residence of Mr. Coulthard is unknown to Mr. Urquhart and  
13 Westhampton at this time.

14          18.     Mr. Urquhart and Westhampton are informed and believe that Mr. Sorochoan is a  
15 resident of Calgary, Alberta, Canada.

16          19.     The current residence of Mr. Viard is unknown to Mr. Urquhart and  
17 Westhampton at this time.

18          20.     Mr. Urquhart and Westhampton are informed and believe that Mr. Johnson is a  
19 resident of Washington.

20          21.     Mr. Urquhart and Westhampton are informed and believe that Mr. Markham is a  
21 resident of Texas.

22          22.     Mr. Urquhart and Westhampton are informed and believe that Mr. Horton is a  
23 resident of British Columbia, Canada.

24          23.     Mr. Urquhart and Westhampton are informed and believe that Mr. Box is a  
25 resident of British Columbia, Canada.

27. The true names and capacities of the counter-defendants named herein as Does I-X, inclusive, are unknown to Mr. Urquhart and Westhampton, who therefore sue said counter-defendants by such fictitious names. Mr. Urquhart and Westhampton will amend this Counter-Complaint to allege the true names and capacities of said counter-defendants when ascertained. Mr. Urquhart and Westhampton are informed and believe and thereon allege that each of the DOE counter-defendants is liable to Mr. Urquhart and/or Westhampton for the events alleged herein.

## JURISDICTION AND VENUE

29. This Court has personal jurisdiction over the Counter-defendants, because Abigail, Mainland, Morgan Creek, and Empire are Nevada limited liability companies and/or corporations and each of the individual counter-defendants is personally involved with the operation and management of, and/or is the agent or alter ego of, Abigail, Mainland, and/or Morgan Creek.

1           30.     Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b), because the  
2 property that is the subject of this action is the stock of Nevada corporations in this judicial  
3 district.

4                                   **FACTUAL ALLEGATIONS**

5           31.     Mainland is an independent oil and gas exploration, development, and production  
6 company formed in early 2006.

7           32.     Mainland's stock is, and at all relevant times was, traded on the OTC Bulletin  
8 Board under the symbol MNLU.OB.

9           33.     Mr. Newport was and/or is, at all relevant times of this dispute, the President and  
10 Chief Executive Officer of Mainland, and he also serves and/or served on the Board of Directors  
11 of Mainland.

12           34.     Mr. Fedun was and/or is, at all relevant times of this dispute, the Secretary,  
13 Treasurer, and Chief Financial Officer of Mainland, and he also serves and/or served on the  
14 Board of Directors of Mainland.

15           35.     Ms. Horton was and/or is, at all relevant times of this dispute, the Chief Geologist  
16 of Mainland, and she also serves or served on the Board of Directors of Mainland.

17           36.     Morgan Creek is an independent oil exploration, development, and production  
18 company formed in 2005.

19           37.     Morgan Creek's stock is, and at all relevant times was, traded on the OTC  
20 Bulletin Board under the symbol MCKE.OB.

21           38.     Mr. Urquhart and Westhampton are informed and believe that Mr. Thomas was  
22 and/or is, at all relevant times of this dispute the Chief Financial Officer of both Mainland and  
23 Morgan Creek, and Mr. Thomas serves and/or served on the Board of Directors of both  
24 Mainland and Morgan Creek.

25

1           39.     Mr. Urquhart served as a director of Mainland from in or around March or April  
2 2008 to in or around August or September 2008.

3           40.     Mainland has no full-time or part-time employees, and Mr. Newport and/or Mr.  
4 Thomas are primarily responsible for the day-to-day operations of Mainland.

5           41.     Morgan Creek also has no full-time or part-time employees, and Mr. Thomas  
6 and/or Mr. Wilson are primarily responsible for the day-to-day operations of Morgan Creek.

7           42.     At all times relevant to this dispute between April 2008 and October 2008, Mr.  
8 Sorochan and Mr. Viard served as additional directors of Mainland.

9           43.     At all times relevant to this dispute between April 2008 and October 2008, Mr.  
10 Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr. Essiger, and Mr. Wilson served  
11 as additional directors of Morgan Creek.

12          44.     Mr. Coulthard is the managing member of Abigail.

13          45.     Mr. Urquhart and Westhampton are informed and believe that Mainland's  
14 activities and business operations are indirectly controlled and managed by Mr. Pierce.

15          46.     Mr. Urquhart and Westhampton are informed and believe that Abigail's activities  
16 and business operations are directly and/or indirectly controlled and managed by Mr. Pierce  
17 and/or Mainland.

18          47.     Mr. Urquhart and Westhampton are informed and believe that Morgan Creek is  
19 indirectly related to Mainland.

20          48.     Mr. Urquhart and Westhampton are informed and believe that Abigail is  
21 indirectly related to Mainland.

22          49.     Mr. Urquhart and Westhampton are informed and believe that Morgan Creek's  
23 activities and business operations are indirectly controlled and managed by Mr. Pierce.

24          50.     Mr. Urquhart and Westhampton are informed and believe that Mr. Pierce, Mr.  
25 Cicci, and/or Mr. Barbon are express, implied, and/or apparent agents of Abigail, Mr. Fedun,



1 Ms. Horton, and/or Mr. Newport and they operated and served in this capacity in their dealings  
2 with Mr. Urquhart and in the negotiation and execution of stock transfer agreements with Mr.  
3 Urquhart.

4 51. Mr. Urquhart and Westhampton are informed and believe that Mr. Pierce, Mr.  
5 Cicci, and/or Mr. Barbon are express, implied, and/or apparent agents of Mainland, and they  
6 operated and served in this capacity in their dealings with Mr. Urquhart and Westhampton and  
7 in the negotiation and execution of stock option agreements and/or a consulting agreement with  
8 Mr. Urquhart and Westhampton.

9 52. Mr. Urquhart and Westhampton are informed and believe that Mr. Pierce, Mr.  
10 Cicci, and/or Mr. Barbon are express, implied, and/or apparent agents of Morgan Creek, and  
11 they operated and served in this capacity in their dealings with Urquhart and Westhampton and  
12 in the negotiation and execution of stock transfer agreements, stock option agreements,  
13 executive service agreements, and/or consulting and/or management agreements with Mr.  
14 Urquhart and Westhampton.

15 53. Ms. Dalmy is the attorney for Mainland, Abigail, Morgan Creek, Pierco, and  
16 Pierco Energy.

17 54. Mr. Urquhart and Westhampton are informed and believe that Empire acts as a  
18 registered transfer agent for the transfer of securities, and that Empire is the transfer agent for  
19 the shares of Mainland's stock.

20 55. Mr. Urquhart and Westhampton are informed and believe that Mr. Pierce directly  
21 and/or indirectly controls and manages Pierco and Pierco Energy.

22 56. Mr. Urquhart and Westhampton are informed and believe that Mr. Cicci, and/or  
23 Mr. Barbon are the employees and/or express, implied, and/or apparent agents of Pierco and/or  
24 Pierco Energy, and they operated and served in this capacity in their dealings with Mr. Urquhart  
25

1 and Westhampton and in the negotiation and execution of a consulting and/or management  
2 agreement with Mr. Urquhart and Westhampton.

3 57. In or about late 2007 and/or early 2008, Mr. Urquhart became involved with  
4 Mainland when he began assisting Mainland in evaluating real property in North Louisiana in  
5 relation to Mainland's business dealings. Mr. Urquhart's services in evaluating the property  
6 were instrumental to Mainland's business.

7 58. On or about April 8, 2008, Mr. Urquhart met with Mr. Pierce, Mr. Cicci, and Mr.  
8 Barbon at the offices of Pierco in Vancouver, British Columbia, Canada ("April Meeting").

9 59. During the April Meeting, Mr. Pierce and/or Mr. Cicci, acting directly and/or  
10 indirectly on behalf of Mainland, informed Mr. Urquhart that Mainland wanted to appoint Mr.  
11 Urquhart as a director of Mainland.

12 60. During the April Meeting, Mr. Pierce and/or Mr. Cicci, continuing to act directly  
13 and/or indirectly on behalf of Mainland, also informed Mr. Urquhart that, as compensation for  
14 his assistance with Mainland's Northern Louisiana land deal, he was to receive 500,000 shares  
15 of Mainland stock.

16 61. To that end, during the April Meeting, Mr. Pierce, Mr. Cicci, and Mr. Barbon  
17 presented Mr. Urquhart with an original stock certificate for 500,000 shares of Mainland stock  
18 and four separate purchase and sale contracts, each of which had been pre-signed by the other  
19 contracting party. The other contracting party to the four separate purchase and sale contracts  
20 included Abigail, Mr. Fedun, Ms. Horton, and Mr. Newport, respectively ("Four Stock  
21 Agreements").

22 62. According to the terms of each of the Four Stock Agreements, the consideration  
23 for the purchase and sale of the Mainland stock was \$0.0025 per share. However, Mr. Barbon,  
24 acting on behalf of Abigail, Mr. Fedun, Ms. Horton, and Mr. Newport, informed Mr. Urquhart,  
25

1 during the April Meeting, that Mr. Urquhart did not have to tender the consideration for the  
2 Mainland shares and that payment for the shares “had been taken care of.”

3 63. As a result of the April Meeting, on April 21, 2008, the Mainland Board of  
4 Directors, consisting of Mr. Newport and Mr. Fedun, issued a resolution appointing Mr.  
5 Urquhart as a director of Mainland, effective, retroactively, on March 19, 2008 (“Resolution”).

6 64. The Resolution also adopted a stock option plan that allowed directors of  
7 Mainland to acquire and maintain stock ownership in the company. Specifically, Mr. Urquhart  
8 was given 600,000 shares of stock options at an exercise price of \$1.75 per common share.

9 65. The conveying of 600,000 shares of Mainland stock options to Mr. Urquhart was  
10 also confirmed in or about April 2008, through the execution of a written stock option plan  
11 agreement which was effective, retroactively, as of April 7, 2008.

12 66. In or about April 2008, Morgan Creek also entered into an oral and/or written  
13 agreement for the transfer of approximately 1,563,333 shares of stock in Morgan Creek to Mr.  
14 Urquhart.

15 67. In or about April 2008, Mr. Barbon, acting directly and/or indirectly on behalf of  
16 Morgan Creek, informed Mr. Urquhart that he did not have to tender consideration for the shares  
17 of stock in Morgan Creek.

18 68. On or about April 22, 2008, the Board of Directors of Morgan Creek effected a  
19 reverse stock split of one for three shares (1:3) issued and outstanding, thereby consolidating the  
20 number of issued shares and reducing Mr. Urquhart’s shares of Morgan Creek stock to 521,111  
21 shares.

22 69. On April 30, 2008, Mr. Urquhart and Westhampton entered into an executive  
23 services agreement with Morgan Creek (“Morgan Creek Agreement”), pursuant to which Mr.  
24 Urquhart was appointed President, Chief Executive Officer, and director of Morgan Creek.

25

1           70. Pursuant to the Morgan Creek Agreement, Mr. Urquhart and Westhampton were  
2 to receive \$10,000.00 a month as a service fee for consulting and management services and  
3 remuneration of all reasonable expenses incurred in the performance of their services under the  
4 agreement.

5           71. The Morgan Creek Agreement also provides that Mr. Urquhart was to receive  
6 500,000 shares of stock options in Morgan Creek at an exercise price of \$1.00 per share.

7           72. In or around April or May 2008, Mr. Cicci, acting directly and/or indirectly on  
8 behalf of Morgan Creek, confirmed to Mr. Urquhart that Morgan Creek intended to pay Mr.  
9 Urquhart and Westhampton \$10,000.00 a month for Mr. Urquhart and Westhampton's  
10 consulting and/or management services.

11           73. On May 5, 2008, the Board of Directors of Morgan Creek held a special meeting,  
12 and, pursuant to the minutes of this meeting, Morgan Creek confirmed that despite the April 22,  
13 2008 reverse stock split, Morgan Creek had granted Mr. Urquhart 500,000 shares of stock  
14 options in Morgan Creek.

15           74. On May 12, 2008, Mainland authorized and approved a forward stock split of 1.5  
16 for one (1.5:1) of its total issued and outstanding shares of common stock. As a result of the  
17 stock split, Mr. Urquhart's share ownership increased to 750,000 shares of Mainland stock, and  
18 his share options increased to 900,000 options at an option strike price of \$1.16.

19           75. In or about April 2008 or May 2008, Mr. Cicci, acting directly and/or indirectly  
20 on Mainland's behalf, entered into a verbal consulting services agreement with Mr. Urquhart  
21 and Westhampton, pursuant to which Mainland agreed to pay Mr. Urquhart and Westhampton  
22 \$5,000.00 per month for their consulting services.

23           76. In or about April 2008 or May 2008, Mr. Cicci, acting directly and/or indirectly  
24 on Pierco's and/or Pierco Energy's behalf, entered into a verbal consulting and/or management  
25 services agreement with Mr. Urquhart and Westhampton, pursuant to which Pierco and/or

1 Pierco Energy agreed to pay Mr. Urquhart and Westhampton \$5,000.00 per month for their  
2 consulting and/or management services.

3 77. During his time as a director of Mainland, Mr. Urquhart raised concerns about  
4 overly-optimistic and, at times, misleading press releases issued by Mainland concerning the  
5 drilling and well results of some of Mainland's oil and gas properties. Mr. Urquhart informed  
6 Mainland that he did not want to be party to such news releases.

7 78. As a result, on or about August 8, 2008, Ms. Dalmy, acting in her capacity as  
8 counsel for Mainland, Morgan Creek, Pierco, and Pierco Energy, sent Mr. Urquhart a letter  
9 ("Termination Letter") advising that Mainland and Morgan Creek were heading in a "new  
10 direction in corporate governance and management," and that this required "strategic changes in  
11 the style and emphasis of management and board of director personnel." Specifically, Mr.  
12 Urquhart was informed that Mainland and Morgan Creek had decided to replace him as a  
13 director of Mainland and as director, President, and Chief Executive Officer of Morgan Creek;  
14 however, the Termination Letter expressly stated that the termination of Mr. Urquhart's  
15 positions with Mainland and Morgan Creek were not intended to reflect adversely on the  
16 contributions he had made for both companies.

17 79. The Termination Letter also informed Mr. Urquhart and Westhampton that they  
18 were entitled to a one-month termination fee of \$10,000.00, pursuant to the terms of the Morgan  
19 Creek Agreement, which was also terminated by the Termination Letter.

20 80. The Termination Letter further provided that Mr. Urquhart and Westhampton  
21 would be paid a 30-day service fee of \$10,000.00 in lieu of a Notice of Termination in relation  
22 to the termination of their verbal agreement with "certain private companies forming the Pierco  
23 Group" for consulting services.  
24  
25

1           81.     The Termination Letter also stated that Mr. Urquhart had ninety (90) days to  
2 exercise his Mainland and Morgan Creek stock options, with the right to exercise the options  
3 terminating on November 6, 2008.

4           82.     Finally, the Termination Letter stated that all shares of common stock issued to  
5 Mr. Urquhart by Mainland and Morgan Creek would be retained by Mr. Urquhart. The  
6 Termination Letter did not demand payment for the stock transfers set forth in the Four Stock  
7 Agreements or in the stock transfer agreement between Mr. Urquhart and Morgan Creek, and the  
8 Termination Letter did not reference any monies being due and owing for such transactions.

9           83.     On August 8, 2008, in response to the Termination Letter, Mr. Urquhart gave the  
10 Board of Directors of Mainland a written notice of resignation as director.

11           84.     On April 8, 2008, Mr. Urquhart and Westhampton also sent Mr. Barbon four  
12 invoices demonstrating that: (a) Mainland owed Mr. Urquhart and Westhampton \$5,250.00 for  
13 engineering services; (2) Morgan Creek owed Mr. Urquhart and Westhampton \$10,500.00 for  
14 management services; (c) Pierco and/or Pierco Energy owed Mr. Urquhart and Westhampton  
15 \$5,250.00 for management services; and (d) Morgan Creek owed Mr. Urquhart and  
16 Westhampton \$5,187.27 for various incurred expenses.

17           85.     In response to the Termination Letter, on August 19, 2008, Mr. Urquhart's and  
18 Westhampton's attorney sent a letter to Ms. Dalmy requesting confirmation that: (a) Mr.  
19 Urquhart owns 750,000 shares of stock in Mainland that has been fully paid for and were not  
20 restricted; (2) Mr. Urquhart owns 900,000 shares of unrestricted stock options in Mainland at a  
21 strike price of \$1.166; (3) Mr. Urquhart owns approximately 521,111 shares of stock in Morgan  
22 Creek; and (4) Mr. Urquhart owns 500,000 shares of stock options in Morgan Creek at a strike  
23 price of \$1.00.

24           86.     On September 2, 2008, Ms. Dalmy sent Mr. Urquhart's and Westhampton's  
25 counsel a letter confirming Mr. Urquhart's ownership of the stock and stock options in

1 Mainland, and she promised to provide similar confirmation of ownership of the stock and stock  
2 options in Morgan Creek at a future date ("September Letter").

3 87. The September Letter also confirms that the only restriction placed on Mr.  
4 Urquhart's right to sell and/or transfer his 750,000 shares of Mainland stock was his compliance  
5 with Rule 144 of the Securities Act of 1933, relating to the timing of a sale or transfer of stock  
6 and limitations on the volume of securities sold or transferred.

7 88. A few days later, counsel for Mr. Urquhart and Westhampton informed Ms.  
8 Dalmy, in writing, that Mr. Urquhart would start selling his shares of Mainland common stock  
9 on October 8, 2008, the first day he could do so pursuant to Rule 144 of the Securities Act of  
10 1933, and that his brokerage dealer would be RBC Dominion Securities, Inc. Mr. Urquhart's  
11 and Westhampton's counsel also requested information on the volume limitations for the sale of  
12 the stock and asked that Mr. Urquhart be given 180 days, rather than 90 days, in which to  
13 exercise his stock options.

14 89. On September 7, 2008, Ms. Dalmy e-mailed Mr. Urquhart's and Westhampton's  
15 counsel and Mr. Barbon and advised as to the volume limitations on the sale of the common  
16 stock of Mainland. Ms. Dalmy also stated that she would ask "management" about extending  
17 the option exercise period to 180 days.

18 90. On September 8, 2008, Mr. Cicci, acting indirectly or directly on behalf of  
19 Mainland, called Mr. Urquhart and asked Mr. Urquhart to keep their conversation confidential.  
20 Mr. Cicci stated that Mainland was prepared to extend Mr. Urquhart's option-exercise period to  
21 one year if Mr. Urquhart cooperated with Mainland in controlling its stock price. Specifically,  
22 Mr. Cicci asked Mr. Urquhart to postpone the sale of shares of common stock in Mainland until  
23 the following year and to sell the stock in a volume significantly below the volume limitations  
24 imposed by Rule 144 of the Securities Act of 1933, as Mainland was trying to increase its stock  
25 price during the drilling of Mainland's Petrohawk Well.



1           91.     On September 8, 2008, Mr. Urquhart responded by informing Mr. Cicci that he  
2     had intended to liquidate \$1 million in Mainland stock by the end of 2008, and that this required  
3     only approximately 166,000 shares of stock to be liquidated – approximately 1/3 of the  
4     allowable limit pursuant to Rule 144 of the Securities Act of 1933. Mr. Urquhart further  
5     informed Mr. Cicci that he would limit the sale of his stock to such amounts if Mainland agreed  
6     to extend his option-exercise period to 12 months for 300,000 shares of stock options, 18 months  
7     for another 300,000 shares of stock options, and 24 months for another 300,000 shares of stock  
8     options.

9           92.     On September 12, 2008, Ms. Dalmy sent counsel for Mr. Urquhart and  
10    Westhampton a letter stamped “Without Prejudice,” which informed Mr. Urquhart and  
11    Westhampton that the settlement terms offered in the Termination Letter were rescinded  
12    (“Without Prejudice Letter”). Ms. Dalmy stated that because Mr. Urquhart would not tender his  
13    resignation as an executive officer and director of Morgan Creek and Mainland, the Boards of  
14    Directors for Mainland and Morgan Creek were formally commencing meetings to remove him  
15    from these positions.

16           93.     The Without Prejudice Letter also terminated the Morgan Creek Agreement,  
17    claiming that Morgan Creek’s managers, Board of Directors, and investors had “lost confidence  
18    in [Mr.] Urquhart’s competence to effectively manage and lead [Morgan Creek] in his executive  
19    capacity.” Ms. Dalmy further stated that these same reasons applied to the termination of Mr.  
20    Urquhart’s executive positions with Mainland.

21           94.     For the first time, in the Without Prejudice Letter, Ms. Dalmy states that she has  
22    been informed that Mr. Urquhart had not paid for his shares of stock in either Mainland or  
23    Morgan Creek, and that both entities considered this reasonable grounds to refuse to issue the  
24    shares to a purported transferee and to refuse to remove the trading restrictions on the shares.  
25

1           95. Mr. Dalmy further stated in the Without Prejudice Letter that the Board of  
2 Directors of Morgan Creek was reconsidering the “appropriateness” of giving Mr. Urquhart  
3 500,000 shares of stock options in Morgan Creek for “less than six months’ employment.”

4           96. In or about September 2008 and/or October 2008, Mainland expressly and/or  
5 impliedly threatened, through the Without Prejudice letter and subsequent communications  
6 between Mainland and/or its agents and Mr. Urquhart and/or his agents, that its Board of  
7 Directors was also reconsidering its transfer of the 900,000 shares of stock options in Mainland  
8 to Mr. Urquhart.

9           97. On or about October or November 2008, Mr. Urquhart attempted to sell his  
10 750,000 shares of common stock, and his brokerage dealer, RBC Dominion Securities, Inc. was  
11 informed by Empire that Empire has been instructed not to remove the restrictions from Mr.  
12 Urquhart’s stock certificate for the Mainland stock. RBC Dominion Securities, Inc. then began  
13 investigating Mainland’s refusal to remove the restrictions.

14           98. Mr. Urquhart is informed and believes that Mainland, at the direction, instruction,  
15 and/or request of Abigail, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, and/or  
16 Mr. Barbon instructed Empire to place a legend on Mr. Urquhart’s stock certificate preventing  
17 the sale or transfer of his 750,000 shares of Mainland stock until Mr. Urquhart had paid for the  
18 stock pursuant to the terms of the Four Stock Agreements.

19           99. Because Mainland would not remove the restrictions and/or legends from Mr.  
20 Urquhart’s stock certificate, Mr. Urquhart was prevented from liquidating his stock at a time  
21 when the Mainland stock price was fluctuating between \$5.00-\$7.00 per share.

22           100. Furthermore, because Mr. Urquhart could not liquidate his shares of common  
23 stock in Mainland or Morgan Creek, Mr. Urquhart was prevented from using the funds gained  
24 from the liquidation to exercise his stock options in Mainland and Morgan Creek.

25

1           101. Moreover, because Mr. Urquhart could not liquidate his shares of common stock  
2 in Mainland or Morgan Creek, Mr. Urquhart could not get bankers or brokers to loan him funds  
3 against the stock in order to exercise his stock options in Mainland and Morgan Creek.

4           102. Finally, because Mainland and Morgan Creek implied, suggested, and/or  
5 represented that they were considering revoking Mr. Urquhart's stock options, Mr. Urquhart  
6 could not risk using other sources of income to exercise his stock options for shares of stock that  
7 may never ultimately be issued to him.

8           103. Mr. Urquhart is informed and believes that on or about October 30, 2008,  
9 Abigail, Mr. Fedun, Ms. Horton, Mr. Newport, and Mainland executed an agreement pursuant to  
10 which they declared as void and rescinded the Four Stock Agreements with Mr. Urquhart. Mr.  
11 Urquhart is also informed and believes that Abigail, Mr. Fedun, Ms. Horton, and Mr. Newport  
12 transferred Mr. Urquhart's 750,000 shares of Mainland stock to Abigail, and Mr. Fedun, Ms.  
13 Horton, and Mr. Newport assigned their rights to sue Mr. Urquhart pursuant to the terms of the  
14 Four Stock Agreements to Abigail.

15           104. On February 24, 2009, Abigail's counsel sent a letter to Mr. Urquhart's counsel  
16 demanding that Mr. Urquhart transfer all stock certificates and other documentation representing  
17 ownership in shares of Mainland to Abigail.

18           105. On July 13, 2009, Mainland authorized and approved a forward stock split of 2  
19 for one (2:1) of its total issued and outstanding shares of common stock. As a result of the stock  
20 split, Mr. Urquhart's share ownership increased to 1,500,000 shares of Mainland stock, and his  
21 share options increased to 1,800,000 options at an option strike price of \$0.585.

22           106. To date, Mr. Urquhart has been prevented from selling or transferring his  
23 1,500,000 shares of Mainland stock and his approximately 521,111 shares of Morgan Creek  
24 stock.  
25

107. To date, Mr. Urquhart has been prevented from exercising his 1,800,000 shares of stock options in Mainland stock and his 500,000 shares of stock options in Morgan Creek stock.

108. To date, Mr. Urquhart and Westhampton have not been paid for the consulting and/or managing services provided to Mainland, Morgan Creek, Pierco, and/or Pierco Energy, and Morgan Creek has not reimbursed Mr. Urquhart and Westhampton for the expenses he incurred on Morgan Creek's behalf.

109. At this time, Mr. Urquhart and Westhampton are not able to plead fraud with any more particularity, as most of the facts which demonstrate the Counter-defendants' fraudulent scheme are within the Counter-defendants' peculiar knowledge and possession. This is particularly true of the facts which demonstrate the nature and extent of the direct and indirect relationships between the Counter-defendants. However, based upon the above facts which support a strong inference of fraud, Mr. Urquhart and Westhampton demand that a relaxed standard for the pleading of fraud be applied to their claims. Mr. Urquhart and Westhampton believe that if they are permitted to conduct the necessary discovery, they could then move to amend their complaint and allege fraud with the particularity required of F.R.C.P. 9(b).

### FIRST CAUSE OF ACTION

**(Breach of Contract against Abigail)**

110. Mr. Urquhart and Westhampton reallege and reincorporate the allegations contained in paragraphs 1-109, inclusive.

111. Mr. Urquhart was a party to one of the Four Stock Agreements with Abigail.

112. Mr. Urquhart was also a party to an oral agreement with Abigail regarding the fact that he was not required to pay Abigail the purchase price for the stock he received pursuant to the Four Stock Agreements.

1           113. Mr. Urquhart fully and faithfully performed his obligations and duties under said  
2 contracts with Abigail, except for those obligations and duties which were excused and/or  
3 rendered impossible.

4           114. Abigail breached its contracts with Mr. Urquhart.

5           115. As a result of Abigail's breaches, Mr. Urquhart has suffered damages in excess of  
6 \$75,000.00.

7           116. It has been necessary for Mr. Urquhart to obtain the services of an attorney in  
8 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable  
9 attorney's fees and costs incurred in this matter.

10                           **SECOND CAUSE OF ACTION**

11                           **(Breach of Contract against Mr. Fedun)**

12           117. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
13 contained in paragraphs 1-116, inclusive.

14           118. Mr. Urquhart was a party to one of the Four Stock Agreements with Mr. Fedun.

15           119. Mr. Urquhart was also a party to an oral agreement with Mr. Fedun regarding the  
16 fact that Mr. Urquhart was not required to pay Mr. Fedun the purchase price for the stock Mr.  
17 Urquhart received pursuant to the Four Stock Agreements.

18           120. Mr. Urquhart fully and faithfully performed his obligations and duties under said  
19 contracts with Mr. Fedun, except for those obligations and duties which were excused and/or  
20 rendered impossible.

21           121. Mr. Fedun breached his contracts with Mr. Urquhart.

22           122. As a result of Mr. Fedun's breaches, Mr. Urquhart has suffered damages in  
23 excess of \$75,000.00.

24

25

**(Breach of Contract against Ms. Horton)**

#### **FOURTH CAUSE OF ACTION**

131. Mr. Urquhart and Westhampton reallege and reincorporate the allegations contained in paragraphs 1-130, inclusive.

1           132.   Mr. Urquhart was a party to one of the Four Stock Agreements with Mr.  
2 Newport.

133. Mr. Urquhart was also a party to an oral agreement with Mr. Newport regarding the fact that Mr. Urquhart was not required to pay Mr. Newport the purchase price for the stock Mr. Urquhart received pursuant to the Four Stock Agreements.

134. Mr. Urquhart fully and faithfully performed his obligations and duties under said contracts with Mr. Newport, except for those obligations and duties which were excused and/or rendered impossible.

9 135. Mr. Newport breached his contracts with Mr. Urquhart.

10           136. As a result of Newport's breaches, Mr. Urquhart has suffered damages in excess  
11 of \$75,000.00.

12            137. It has been necessary for Mr. Urquhart to obtain the services of an attorney in  
13 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable  
14 attorney's fees and costs incurred in this matter.

### **FIFTH CAUSE OF ACTION**

**(Breach of Contract against Mainland)**

17           138. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
18 contained in paragraphs 1-137, inclusive.

19 139. Mr. Urquhart was a party to a written stock option agreement with Mainland.

140. Mr. Urquhart and Westhampton were also parties to an oral consulting agreement  
with Mainland.

141. Mr. Urquhart and Westhampton fully and faithfully performed their obligations and duties under said contracts with Mainland, except for those obligations and duties which were excused and/or rendered impossible.

25 | 142. Mainland breached its contracts with Mr. Urquhart and Westhampton.



143. As a result of Mainland's breaches, Mr. Urquhart and Westhampton have suffered damages in excess of \$75,000.00.

144. It has been necessary for Mr. Urquhart and Westhampton to obtain the services of an attorney in order to seek relief in this matter, and Mr. Urquhart and Westhampton are entitled to an award of reasonable attorney's fees and costs incurred in this matter.

### SIXTH CAUSE OF ACTION

**(Breach of Contract Against Morgan Creek)**

145. Mr. Urquhart and Westhampton reallege and reincorporate the allegations contained in paragraphs 1-144, inclusive.

146. Mr. Urquhart and Westhampton were parties to a written and/or oral executive services agreement with Morgan Creek.

147. Mr. Urquhart is also a party to agreements pursuant to which he received shares of common stock and shares of stock options in Morgan Creek.

148. Mr. Urquhart was also a party to an oral agreement with Morgan Creek regarding the fact that he was not required to pay Morgan Creek the purchase price for the stock he received pursuant to the stock transfer agreements with Morgan Creek.

149. Mr. Urquhart and Westhampton were also parties to an oral consulting and/or management agreement with Morgan Creek.

150. Mr. Urquhart and Westhampton fully and faithfully performed their obligations and duties under said contracts with Morgan Creek, except for those obligations and duties which were excused and/or rendered impossible.

151. Morgan Creek breached its contracts with Mr. Urquhart and/or Westhampton.

152. As a result of Morgan Creek's breaches, Mr. Urquhart and Westhampton have suffered damages in excess of \$75,000.00.

**(Breach of Contract Against Pierco and Pierco Energy)**

155. Mr. Urquhart and Westhampton were parties to an oral consulting and/or management agreement with Pierco and/or Pierco Energy.

157. Pierco and/or Pierco Energy breached the contract with Mr. Urquhart and Westhampton.

158. As a result of Pierco's and/or Pierco Energy's breach, Mr. Urquhart and Westhampton have suffered damages in excess of \$75,000.00.

159. It has been necessary for Mr. Urquhart and Westhampton to obtain the services of an attorney in order to seek relief in this matter, and Mr. Urquhart and Westhampton are entitled to an award of reasonable attorney's fees and costs incurred in this matter.

**(Contractual Breach of the Implied Covenant of Good Faith and Fair Dealing against Abigail)**

160. Mr. Urquhart and Westhampton reallege and reincorporate the allegations contained in paragraphs 1-159, inclusive.

161. Mr. Urquhart entered into one of the Four Stock Agreements with Abigail, which fully sets forth the duties and obligation running between the parties.

1           162. Mr. Urquhart was also a party to an oral agreement with Abigail regarding the  
2 fact that he was not required to pay Abigail the purchase price for the stock he received pursuant  
3 to the Four Stock Agreements, and this oral agreement fully sets forth the duties and obligations  
4 running between the parties.

5           163. Abigail owed a duty of good faith and fair dealing to Mr. Urquhart arising from  
6 the contracts.

7           164. Abigail was unfaithful to the purpose of the contracts, engaging in the activities  
8 described herein, to the detriment of Mr. Urquhart.

9           165. Mr. Urquhart's justified expectations were denied as a proximate result of  
10 Abigail's breaches of the duty of good faith and fair dealing.

11           166. As a result of Abigail's breaches, Mr. Urquhart has sustained damages in an  
12 amount in excess of \$75,000.00.

13           167. It has been necessary for Mr. Urquhart to obtain the services of an attorney in  
14 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable  
15 attorney's fees and costs incurred in this matter.

16                                   **NINTH CAUSE OF ACTION**  
17                                   **(Contractual Breach of the Implied Covenant of Good**  
18                                   **Faith and Fair Dealing against Mr. Fedun)**

19           168. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
20 contained in paragraphs 1-169, inclusive.

21           169. Mr. Urquhart entered into one of the Four Stock Agreements with Mr. Fedun,  
22 which fully sets forth the duties and obligation running between the parties.

23           170. Mr. Urquhart was also a party to an oral agreement with Mr. Fedun regarding the  
24 fact that Mr. Urquhart was not required to pay Mr. Fedun the purchase price for the stock Mr.  
25 Urquhart received pursuant to the Four Stock Agreements, and this oral agreement fully sets  
forth the duties and obligations running between the parties.

1           171. Mr. Fedun owed a duty of good faith and fair dealing to Mr. Urquhart arising  
2 from the contracts.

3           172. Mr. Fedun was unfaithful to the purpose of the contracts, engaging in the  
4 activities described herein, to the detriment of Mr. Urquhart.

5           173. Mr. Urquhart's justified expectations were denied as a proximate result of Mr.  
6 Fedun's breaches of the duty of good faith and fair dealing.

7           174. As a result of Mr. Fedun's breaches, Mr. Urquhart has sustained damages in an  
8 amount in excess of \$75,000.00.

9           175. It has been necessary for Mr. Urquhart to obtain the services of an attorney in  
10 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable  
11 attorney's fees and costs incurred in this matter.

12                                   **TENTH CAUSE OF ACTION**  
13                                   **(Contractual Breach of the Implied Covenant of Good**  
14                                   **Faith and Fair Dealing against Ms. Horton)**

15           176. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
16 contained in paragraphs 1-175, inclusive.

17           177. Mr. Urquhart entered into one of the Four Stock Agreements with Ms. Horton,  
18 which fully sets forth the duties and obligation running between the parties.

19           178. Mr. Urquhart was also a party to an oral agreement with Ms. Horton regarding  
20 the fact that Mr. Urquhart was not required to pay Ms. Horton the purchase price for the stock  
21 Mr. Urquhart received pursuant to the Four Stock Agreements, and this oral agreement fully sets  
22 forth the duties and obligations running between the parties.

23           179. Ms. Horton owed a duty of good faith and fair dealing to Mr. Urquhart arising  
24 from the contracts.

25           180. Ms. Horton was unfaithful to the purpose of the contracts, engaging in the  
activities described herein, to the detriment of Mr. Urquhart.

1           181. Mr. Urquhart's justified expectations were denied as a proximate result of Ms.  
2 Horton's breaches of the duty of good faith and fair dealing.

3           182. As a result of Ms. Horton's breaches, Mr. Urquhart has sustained damages in an  
4 amount in excess of \$75,000.00.

5           183. It has been necessary for Mr. Urquhart to obtain the services of an attorney in  
6 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable  
7 attorney's fees and costs incurred in this matter.

8                                   **ELEVENTH CAUSE OF ACTION**  
9                                   **(Contractual Breach of the Implied Covenant of Good**  
                                      **Faith and Fair Dealing against Mr. Newport)**

10           184. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
11 contained in paragraphs 1-183, inclusive.

12           185. Mr. Urquhart entered into one of the Four Stock Agreements with Mr. Newport,  
13 which fully sets forth the duties and obligation running between the parties.

14           186. Mr. Urquhart was also a party to an oral agreement with Mr. Newport regarding  
15 the fact that Mr. Urquhart was not required to pay Mr. Newport the purchase price for the stock  
16 Mr. Urquhart received pursuant to the Four Stock Agreements, and this oral agreement fully sets  
17 forth the duties and obligations running between the parties.

18           187. Mr. Newport owed a duty of good faith and fair dealing to Mr. Urquhart arising  
19 from the contracts.

20           188. Mr. Newport was unfaithful to the purpose of the contracts, engaging in the  
21 activities described herein, to the detriment of Mr. Urquhart.

22           189. Mr. Urquhart's justified expectations were denied as a proximate result of Mr.  
23 Newport's breaches of the duty of good faith and fair dealing.

24           190. As a result of Mr. Newport's breaches, Mr. Urquhart has sustained damages in an  
25 amount in excess of \$75,000.00.

1           191. It has been necessary for Mr. Urquhart to obtain the services of an attorney in  
2 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable  
3 attorney's fees and costs incurred in this matter.

4                                   **TWELFTH CAUSE OF ACTION**  
5                                   **(Contractual Breach of the Implied Covenant of Good**  
6                                   **Faith and Fair Dealing against Mainland)**

7           192. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
8 contained in paragraphs 1-191, inclusive.

9           193. Mr. Urquhart was a party to a written stock option agreement with Mainland,  
10 which fully sets forth the duties and obligation running between the parties.

11           194. Mr. Urquhart and Westhampton were also parties to an oral consulting agreement  
12 with Mainland, and this oral agreement fully sets forth the duties and obligations running  
13 between the parties.

14           195. Mainland owed duties of good faith and fair dealing to Mr. Urquhart and  
15 Westhampton arising from the contracts.

16           196. Mainland was unfaithful to the purpose of the contracts, engaging in the activities  
17 described herein, to the detriment of Mr. Urquhart and Westhampton.

18           197. Mr. Urquhart and Westhampton's justified expectations were denied as a  
19 proximate result of Mainland's breaches of the duty of good faith and fair dealing.

20           198. As a result of Mainland's breaches, Mr. Urquhart and Westhampton have  
21 sustained damages in an amount in excess of \$75,000.00.

22           199. It has been necessary for Mr. Urquhart and Westhampton to obtain the services of  
23 an attorney in order to seek relief in this matter, and Mr. Urquhart and Westhampton are entitled  
24 to an award of reasonable attorney's fees and costs incurred in this matter.

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**THIRTEENTH CAUSE OF ACTION**  
**(Contractual Breach of the Implied Covenant of Good  
Faith and Fair Dealing against Morgan Creek)**

200. Mr. Urquhart and Westhampton reallege and reincorporate the allegations contained in paragraphs 1-199, inclusive.

201. Mr. Urquhart and Westhampton were parties to a written and/or oral executive services agreement with Morgan Creek, and this agreement fully sets forth the duties and obligations running between the parties.

202. Mr. Urquhart is also a party to agreements pursuant to which he received shares of common stock and shares of stock options in Morgan Creek, and these agreements fully set forth the duties and obligations running between the parties.

203. Mr. Urquhart was also a party to an oral agreement with Morgan Creek regarding the fact that he was not required to pay Morgan Creek the purchase price for the stock he received pursuant to the stock transfer agreements with Morgan Creek, and this oral agreement fully sets forth the duties and obligations running between the parties.

204. Mr. Urquhart and Westhampton were also parties to an oral consulting and/or management agreement with Morgan Creek, and this oral agreement fully sets forth the duties and obligations running between the parties.

205. Morgan Creek owed duties of good faith and fair dealing to Mr. Urquhart and Westhampton arising from the contracts.

206. Morgan Creek was unfaithful to the purpose of the contracts, engaging in the activities described herein, to the detriment of Mr. Urquhart and Westhampton.

207. Mr. Urquhart and Westhampton's justified expectations were denied as a proximate result of Morgan Creek's breaches of the duty of good faith and fair dealing.

208. As a result of Morgan Creek's breaches, Mr. Urquhart and Westhampton have sustained damages in an amount in excess of \$75,000.00.



1           209. It has been necessary for Mr. Urquhart and Westhampton to obtain the services of  
2 an attorney in order to seek relief in this matter, and Mr. Urquhart and Westhampton are entitled  
3 to an award of reasonable attorney's fees and costs incurred in this matter.

4                                   **FOURTEENTH CAUSE OF ACTION**  
5                                   **(Contractual Breach of the Implied Covenant of Good**  
6                                   **Faith and Fair Dealing against Pierco and Pierco Energy)**

7           210. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
8 contained in paragraphs 1-209, inclusive.

9           211. Mr. Urquhart and Westhampton were parties to an oral consulting and/or  
10 management agreement with Pierco and/or Pierco Energy, and this agreement fully sets forth the  
11 duties and obligations running between the parties.

12           212. Pierco and/or Pierco Energy owed duties of good faith and fair dealing to Mr.  
13 Urquhart and Westhampton arising from the contract.

14           213. Pierco and/or Pierco Energy were unfaithful to the purpose of the contract,  
15 engaging in the activities described herein, to the detriment of Mr. Urquhart and Westhampton.

16           214. Mr. Urquhart and Westhampton's justified expectations were denied as a  
17 proximate result of Pierco's and/or Pierco Energy's breach of the duty of good faith and fair  
18 dealing.

19           215. As a result of Pierco's and/or Pierco Energy's breach, Mr. Urquhart and  
20 Westhampton have sustained damages in an amount in excess of \$75,000.00.

21           216. It has been necessary for Mr. Urquhart and Westhampton to obtain the services of  
22 an attorney in order to seek relief in this matter, and Mr. Urquhart and Westhampton are entitled  
23 to an award of reasonable attorney's fees and costs incurred in this matter.

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**FIFTEENTH CAUSE OF ACTION**

**(Promissory Estoppel against Abigail)**

217. Mr. Urquhart and Westhampton reallege and reincorporate the allegations contained in paragraphs 1-216, inclusive.

218. Abigail intended to transfer some of its shares of stock in Mainland to Mr. Urquhart.

219. Abigail intended to induce Mr. Urquhart to acquire shares of common stock in Mainland with the oral and/or written promise that he need not pay the purchase price of the stock as set forth in one of the Four Stock Agreements between Abigail and Mr. Urquhart.

220. Abigail made this oral and/or written promise to Mr. Urquhart directly and/or indirectly through its agents Mr. Barbon, Mr. Pierce, and/or Mr. Cicci.

221. Mr. Urquhart relied on Abigail's oral and/or written promise concerning the fact that he would not have to pay the purchase price for his shares of common stock in Mainland, and Mr. Urquhart entered into one of the Four Stock Agreements with Abigail.

222. Abigail confirmed this oral and/or written promise on several occasions through its and/or Mainland's agent Ms. Dalmy.

223. Mr. Urquhart was not aware of the fact that Abigail never intended to honor its oral and/or written promises concerning the payment of the purchase price for the Mainland stock, or that Abigail intended to instruct, direct, and/or request that Mainland subsequently place a legend on Mr. Urquhart's shares of Mainland stock preventing Mr. Urquhart from selling and/or transferring the shares on the open market.

224. Abigail is therefore estopped from failing to honor its original oral and/or written promise regarding the fact that Mr. Urquhart was not required to pay the purchase price for the 500,000 shares of Mainland stock.

1           225. It has been necessary for Mr. Urquhart to obtain the services of an attorney in  
2 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable  
3 attorney's fees and costs incurred in this matter.

4                           **SIXTEENTH CAUSE OF ACTION**

5                           **(Promissory Estoppel against Mr. Fedun)**

6           226. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
7 contained in paragraphs 1-225, inclusive.

8           227. Mr. Fedun intended to transfer some of his shares of stock in Mainland to Mr.  
9 Urquhart.

10          228. Mr. Fedun intended to induce Mr. Urquhart to acquire shares of common stock in  
11 Mainland with the oral and/or written promise that he need not pay the purchase price of the  
12 stock as set forth in one of the Four Stock Agreements between Mr. Fedun and Mr. Urquhart.

13          229. Mr. Fedun made this oral and/or written promise to Mr. Urquhart directly and/or  
14 indirectly through his agents Mr. Barbon, Mr. Pierce, and/or Mr. Cicci.

15          230. Mr. Urquhart relied on Mr. Fedun's oral and/or written promise concerning the  
16 fact that he would not have to pay the purchase price for his shares of common stock in  
17 Mainland, and Mr. Urquhart entered into one of the Four Stock Agreements with Mr. Fedun.

18          231. Mr. Fedun confirmed this oral and/or written promise on several occasions  
19 through his, Abigail's, and/or Mainland's agent Ms. Dalmy.

20          232. Mr. Urquhart was not aware of the fact that Mr. Fedun never intended to honor  
21 his oral and/or written promises concerning the payment of the purchase price for the Mainland  
22 stock, or that Mr. Fedun intended to instruct, direct, and/or request that Mainland subsequently  
23 place a legend on Mr. Urquhart's shares of Mainland stock preventing Mr. Urquhart from selling  
24 and/or transferring the shares on the open market.

25

1           233. Mr. Fedun is therefore estopped from failing to honor his original oral and/or  
2 written promise regarding the fact that Mr. Urquhart was not required to pay the purchase price  
3 for the 500,000 shares of Mainland stock.

4           234. It has been necessary for Mr. Urquhart to obtain the services of an attorney in  
5 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable  
6 attorney's fees and costs incurred in this matter.

7                           **SEVENTEENTH CAUSE OF ACTION**

8                           **(Promissory Estoppel against Ms. Horton)**

9           235. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
10 contained in paragraphs 1-234, inclusive.

11           236. Ms. Horton intended to transfer some of her shares of stock in Mainland to Mr.  
12 Urquhart.

13           237. Ms. Horton intended to induce Mr. Urquhart to acquire shares of common stock  
14 in Mainland with the oral and/or written promise that he need not pay the purchase price of the  
15 stock as set forth in one of the Four Stock Agreements between Ms. Horton and Mr. Urquhart.

16           238. Ms. Horton made this oral and/or written promise to Mr. Urquhart directly and/or  
17 indirectly through her agents Mr. Barbon, Mr. Pierce, and/or Mr. Cicci.

18           239. Mr. Urquhart relied on Ms. Horton's oral and/or written promise concerning the  
19 fact that he would not have to pay the purchase price for his shares of common stock in  
20 Mainland, and Mr. Urquhart entered into one of the Four Stock Agreements with Ms. Horton.

21           240. Ms. Horton confirmed this oral and/or written promise on several occasions  
22 through her, Abigail's, and/or Mainland's agent Ms. Dalmy.

23           241. Mr. Urquhart was not aware of the fact that Ms. Horton never intended to honor  
24 her oral and/or written promises concerning the payment of the purchase price for the Mainland  
25 stock, or that Ms. Horton intended to instruct, direct, and/or request that Mainland subsequently

1 place a legend on Mr. Urquhart's shares of Mainland stock preventing Mr. Urquhart from selling  
2 and/or transferring the shares on the open market.

3 242. Ms. Horton is therefore estopped from failing to honor her original oral and/or  
4 written promise regarding the fact that Mr. Urquhart was not required to pay the purchase price  
5 for the 500,000 shares of Mainland stock.

6 243. It has been necessary for Mr. Urquhart to obtain the services of an attorney in  
7 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable  
8 attorney's fees and costs incurred in this matter.

9 **EIGHTEENTH CAUSE OF ACTION**

10 **(Promissory Estoppel against Mr. Newport)**

11 244. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
12 contained in paragraphs 1-243, inclusive.

13 245. Mr. Newport intended to transfer some of his shares of stock in Mainland to Mr.  
14 Urquhart.

15 246. Mr. Newport intended to induce Mr. Urquhart to acquire shares of common stock  
16 in Mainland with the oral and/or written promise that he need not pay the purchase price of the  
17 stock as set forth in one of the Four Stock Agreements between Mr. Newport and Mr. Urquhart.

18 247. Mr. Newport made this oral and/or written promise to Mr. Urquhart directly  
19 and/or indirectly through his agents Mr. Barbon, Mr. Pierce, and/or Mr. Cicci.

20 248. Mr. Urquhart relied on Mr. Newport's oral and/or written promise concerning the  
21 fact that he would not have to pay the purchase price for his shares of common stock in  
22 Mainland, and Mr. Urquhart entered into one of the Four Stock Agreements with Mr. Newport.

23 249. Mr. Newport confirmed this oral and/or written promise on several occasions  
24 through his, Abigail's, and/or Mainland's agent Ms. Dalmy.  
25

1           250. Mr. Urquhart was not aware of the fact that Mr. Newport never intended to honor  
2 his oral and/or written promises concerning the payment of the purchase price for the Mainland  
3 stock, or that Mr. Newport intended to instruct, direct, and/or request that Mainland  
4 subsequently place a legend on Mr. Urquhart's shares of Mainland stock preventing Mr.  
5 Urquhart from selling and/or transferring the shares on the open market.

6           251. Mr. Newport is therefore estopped from failing to honor his original oral and/or  
7 written promise regarding the fact that Mr. Urquhart was not required to pay the purchase price  
8 for the 500,000 shares of Mainland stock.

9           252. It has been necessary for Mr. Urquhart to obtain the services of an attorney in  
10 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable  
11 attorney's fees and costs incurred in this matter.

12                                   **NINETEENTH CAUSE OF ACTION**

13                                   **(Promissory Estoppel against Mainland)**

14           253. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
15 contained in paragraphs 1-252, inclusive.

16           254. Mainland intended to retain Mr. Urquhart and Westhampton as a consultant for  
17 Mainland.

18           255. Mainland intended to induce Mr. Urquhart and Westhampton to act as a  
19 consultant for Mainland by promising compensation of \$5,000.00 per month for their services.

20           256. Mainland made this oral and/or written promise to Mr. Urquhart and  
21 Westhampton directly and/or indirectly through its agents Mr. Barbon, Mr. Pierce, and/or Mr.  
22 Cicci.

23           257. Mr. Urquhart and Westhampton relied on Mainland's oral and/or written promise  
24 concerning the monthly compensation fee and entered into the consulting agreement with  
25 Mainland.

1           258. Mr. Urquhart and Westhampton were not aware of the fact that Mainland never  
2 intended to honor its oral and/or written promise to pay the monthly consulting fee in exchange  
3 for Mr. Urquhart's and Westhampton's services.

4           259. Mainland is therefore estopped from failing to honor its oral and/or written  
5 promise regarding the fact that Mr. Urquhart and Westhampton were entitled to a monthly  
6 consulting fee in exchange for services rendered.

7           260. It has been necessary for Mr. Urquhart and Westhampton to obtain the services of  
8 an attorney in order to seek relief in this matter, and Mr. Urquhart and Westhampton are entitled  
9 to an award of reasonable attorney's fees and costs incurred in this matter.

10                                   **TWENTIETH CAUSE OF ACTION**

11                                   **(Promissory Estoppel against Morgan Creek)**

12           261. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
13 contained in paragraphs 1-260, inclusive.

14           262. Morgan Creek intended to retain Mr. Urquhart and Westhampton as a consultant  
15 and manager for Morgan Creek.

16           263. Morgan Creek also intended to transfer some of its shares of stock to Mr.  
17 Urquhart.

18           264. Morgan Creek intended to induce Mr. Urquhart and Westhampton to act as a  
19 consultant and manager for Morgan Creek by promising compensation of \$10,000.00 per month  
20 for their services.

21           265. Morgan Creek also intended to induce Mr. Urquhart to acquire shares of common  
22 stock in Morgan Creek with the oral and/or written promise that he need not pay the purchase  
23 price of the stock Morgan Creek granted to him.

24  
25



1           266. Morgan Creek made these oral and/or written promises to Mr. Urquhart and  
2 Westhampton directly and/or indirectly through its agents Mr. Barbon, Mr. Pierce, and/or Mr.  
3 Cicci.

4           267. Morgan Creek also confirmed the oral and/or written promise concerning the  
5 purchase price of the stock directly and/or indirectly through its agent Ms. Dalmy.

6           268. Mr. Urquhart and Westhampton relied on Morgan Creek's oral and/or written  
7 promises concerning the monthly compensation fee and the fact that Mr. Urquhart did not have  
8 to pay the purchase price of the common stock granted to him by Morgan Creek and entered into  
9 the both the consulting and/or management agreement and the stock transfer agreement with  
10 Morgan Creek.

11           269. Mr. Urquhart and Westhampton were not aware of the fact that Morgan Creek  
12 never intended to honor its oral and/or written promise to pay the monthly consulting fee in  
13 exchange for Mr. Urquhart's and Westhampton's services.

14           270. Mr. Urquhart was also not aware of the fact that Morgan Creek never intended to  
15 honor its oral and/or written promise concerning the payment of the purchase price for the  
16 Morgan Creek stock, or that Morgan Creek intended to instruct, direct, and/or request that a  
17 legend subsequently be placed on Mr. Urquhart's shares of Morgan Creek stock, thereby  
18 preventing Mr. Urquhart from selling and/or transferring the shares on the open market.

19           271. Morgan Creek is therefore estopped from failing to honor its oral and/or written  
20 promise regarding the fact that Mr. Urquhart and Westhampton were entitled to a monthly  
21 consulting fee in exchange for services rendered.

22           272. Morgan Creek is therefore also estopped from failing to honor its oral and/or  
23 written promise regarding the fact that Mr. Urquhart was not required to pay the purchase price  
24 for the 521,111 shares of Morgan Creek stock.

25

1           273. It has been necessary for Mr. Urquhart and Westhampton to obtain the services of  
2 an attorney in order to seek relief in this matter, and Mr. Urquhart and Westhampton are entitled  
3 to an award of reasonable attorney's fees and costs incurred in this matter.

4                                   **TWENTY-FIRST CAUSE OF ACTION**

5                                   **(Promissory Estoppel against Pierco and Pierco Energy)**

6           274. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
7 contained in paragraphs 1-273, inclusive.

8           275. Pierco and/or Pierco Energy intended to retain Mr. Urquhart and Westhampton as  
9 a consultant and/or manager for Pierco and/or Pierco Energy.

10          276. Pierco and/or Pierco Energy intended to induce Mr. Urquhart and Westhampton  
11 to act as a consultant and/or manager for Pierco and/or Pierco Energy by promising  
12 compensation of \$5,000.00 per month for their services.

13          277. Pierco and/or Pierco Energy made this oral and/or written promise to Mr.  
14 Urquhart and Westhampton directly and/or indirectly through its agents Mr. Barbon, Mr. Pierce,  
15 and/or Mr. Cicci.

16          278. Mr. Urquhart and Westhampton relied on Pierco's and/or Pierco Energy's oral  
17 and/or written promise concerning the monthly compensation fee and entered into the consulting  
18 and/or management agreement with Pierco and/or Pierco Energy.

19          279. Mr. Urquhart and Westhampton were not aware of the fact that Pierco and/or  
20 Pierco Energy never intended to honor their oral and/or written promise to pay the monthly  
21 consulting and/or management fee in exchange for Mr. Urquhart's and Westhampton's services.

22          280. Pierco and/or Pierco Energy is therefore estopped from failing to honor their oral  
23 and/or written promise regarding the fact that Mr. Urquhart and Westhampton were entitled to a  
24 monthly consulting and/or management fee in exchange for services rendered.  
25

1           281. It has been necessary for Mr. Urquhart and Westhampton to obtain the services of  
2 an attorney in order to seek relief in this matter, and Mr. Urquhart and Westhampton are entitled  
3 to an award of reasonable attorney's fees and costs incurred in this matter.

4                           **TWENTY-SECOND CAUSE OF ACTION**  
5                           **(Tortious Breach of the Implied Covenant of Good**  
6                           **Faith and Fair Dealing against Mainland)**

7           282. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
8 contained in paragraphs 1-281, inclusive.

9           283. The stock option agreement between Mr. Urquhart and Mainland was  
10 characterized by a special element of reliance and a fiduciary duty, and Mainland was in a  
11 superior and entrusted position to Mr. Urquhart.

12           284. Mainland tortiously breached its duty of good faith and fair dealing by engaging  
13 in misconduct as described in detail above.

14           285. As a result of the breach of this duty by Mainland, Mr. Urquhart has sustained  
15 damages in an amount in excess of \$75,000.00.

16           286. It has been necessary for Mr. Urquhart to obtain the services of an attorney in  
17 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable  
18 attorney's fees and costs incurred in this matter.

19                           **TWENTY-THIRD CAUSE OF ACTION**  
20                           **(Tortious Breach of the Implied Covenant of Good**  
21                           **Faith and Fair Dealing against Morgan Creek)**

22           287. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
23 contained in paragraphs 1-286, inclusive.

24           288. The stock transfer agreement and the stock option agreement between Mr.  
25 Urquhart and Morgan Creek were characterized by a special element of reliance and a fiduciary  
duty, and Morgan Creek was in a superior and entrusted position to Mr. Urquhart.

290. As a result of the breach of this duty by Morgan Creek, Mr. Urquhart has sustained damages in an amount in excess of \$75,000.00.

291. It has been necessary for Mr. Urquhart to obtain the services of an attorney in order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable attorney's fees and costs incurred in this matter.

**TWENTY-FOURTH CAUSE OF ACTION**

**(Interference With Contract against Mainland, Mr. Pierce, Mr. Cicci  
Mr. Barbon, and Empire)**

292. Mr. Urquhart and Westhampton reallege and reincorporate the allegations contained in paragraphs 1-291, inclusive.

293. Mr. Urquhart is a party to the Four Stock Agreements between himself and Abigail, Mr. Fedun, Ms. Horton, and Mr. Newport, respectively.

294. The existence of the Four Stock Agreements was known to Mainland, Mr. Pierce, Mr. Cicci, Mr. Barbon, and/or Empire.

295. Mr. Urquhart is a party to oral agreements with Abigail, Mr. Fedun, Ms. Horton, and/or Mr. Newport regarding the fact that Mr. Urquhart was not required to pay Abigail, Mr. Fedun, Ms. Horton, or Mr. Newport the purchase prices for the stock Mr. Urquhart received pursuant to the Four Stock Agreements.

296. The existence of the oral agreements regarding the purchase price of the Mainland stock was known to Mainland, Mr. Pierce, Mr. Cicci, Mr. Barbon, and/or Empire.

297. Mr. Urquhart is a party to an oral agreement with Morgan Creek regarding the fact that Mr. Urquhart was not required to pay Morgan Creek the purchase price for the stock Mr. Urquhart received pursuant to his stock transfer agreement with Morgan Creek.

1           298. The existence of the oral agreement regarding the purchase price of the Morgan  
2 Creek stock was known to Mr. Pierce, Mr. Cicci, and/or Mr. Barbon.

3           299. Mr. Urquhart is a party to a written stock option agreement with Mainland.

4           300. The existence of the stock option agreement with Mainland was known to Mr.  
5 Pierce, Mr. Cicci, and/or Mr. Barbon.

6           301. Mr. Urquhart and Westhampton are parties to an oral consulting agreement with  
7 Mainland.

8           302. The existence of the consulting agreement with Mainland was known to Mr.  
9 Pierce, Mr. Cicci, and/or Mr. Barbon.

10          303. Mr. Urquhart and Westhampton are parties to an oral consulting and/or  
11 management agreement with Morgan Creek.

12          304. The existence of the consulting and/or management agreement with Morgan  
13 Creek was known to Mr. Pierce, Mr. Cicci, and/or Mr. Barbon.

14          305. Mr. Urquhart and Westhampton are parties to an oral consulting and/or  
15 management agreement with Pierco and/or Pierco Energy.

16          306. The existence of the consulting and/or management agreement with Pierco and/or  
17 Pierco Energy was known to Mr. Cicci and/or Mr. Pierce.

18          307. Mr. Urquhart and Westhampton are parties to an executive services agreement  
19 with Morgan Creek.

20          308. The existence of the executive services agreement with Morgan Creek was  
21 known to Mr. Pierce, Mr. Cicci, and/or Mr. Barbon.

22          309. Mr. Urquhart is a party to a stock options agreement with Morgan Creek.

23          310. The existence of the stock options agreement with Morgan Creek was known to  
24 Mr. Pierce, Mr. Cicci, and/or Mr. Barbon.

25

311. Mainland, Mr. Pierce, Mr. Cicci, Mr. Barbon, and/or Empire committed intentional acts designed to disrupt and interfere with the contractual relationships between Mr. Urquhart and/or Westhampton and Abigail, Mr. Fedun, Ms. Horton, Mr. Newport, Mainland, Morgan Creek, Pierco and/or Pierco Energy, respectively, as described above.

312. As a direct and proximate result of the acts of Mainland, Mr. Pierce, Mr. Cicci, Mr. Barbon, and/or Empire, the contractual relationships between Mr. Urquhart and/or Westhampton, and Abigail, Mr. Fedun, Ms. Horton Mr. Newport, Mainland, Morgan Creek, Pierco and/or Pierco Energy, respectively, as described above, were disrupted and interfered with.

313. As a direct and proximate result of said acts, Mr. Urquhart and Westhampton were damaged in excess of \$75,000.00.

314. It has been necessary for Mr. Urquhart and Westhampton to obtain the services of an attorney in order to seek relief in this matter, and Mr. Urquhart and Westhampton are entitled to an award of reasonable attorney's fees and costs incurred in this matter.

**TWENTY-FIFTH CAUSE OF ACTION**

**(Fraud against Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, Mr. Thomas, Mr. Coulthard, Pierco, Pierco Energy, Mr. Sorochan, Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr. Essiger, and Mr. Wilson)**

315. Mr. Urquhart and Westhampton reallege and reincorporate the allegations contained in paragraphs 1-314, inclusive.

316. Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, Pierco, Pierco Energy, Mr. Thomas, Mr. Coulthard, Mr. SoroChan, Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr. Essiger, and/or Mr. Wilson directly, indirectly through agents and entities, and/or by the adoption and repetition

1 of statements and representations made by others, made false representations to Mr. Urquhart  
2 and Westhampton, as detailed above.

3 317. Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci,  
4 Mr. Barbon, Morgan Creek, Pierco, Pierco Energy, Mr. Thomas, Mr. Coulthard, Mr. Sorochoan,  
5 Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr. Essiger, and/or  
6 Mr. Wilson either: (a) had an insufficient basis upon which to make their representations; (b)  
7 knew or had reason to believe the representations were false when made; or (c) learned after the  
8 making of the representations that they were false, and failed to advise Mr. Urquhart and  
9 Westhampton of such falsity.

10 318. Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci,  
11 Mr. Barbon, Morgan Creek, Pierco, Pierco Energy, Mr. Thomas, Mr. Coulthard, Mr. Sorochoan,  
12 Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr. Essiger, and/or  
13 Mr. Wilson engaged in a fraudulent scheme designed to obtain consulting and/or management  
14 services from Mr. Urquhart and Westhampton without ever compensating Mr. Urquhart and  
15 Westhampton for their time, knowledge, and services, and Abigail, Mainland, Mr. Fedun, Ms.  
16 Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, Pierco, Pierco Energy,  
17 Mr. Thomas, Mr. Coulthard, Mr. Sorochoan, Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton,  
18 Mr. Box, Mr. Jewett, Mr. Essiger, and/or Mr. Wilson advanced this scheme by: (a) entering into  
19 stock transfer agreements with Mr. Urquhart; (b) entering into stock option agreements with Mr.  
20 Urquhart and having their Boards of Directors pass resolutions regarding these stock option  
21 agreements; (c) entering into consulting and/or management agreements with Mr. Urquhart and  
22 Westhampton; (d) representing to Mr. Urquhart that he need not pay for the stock of Mainland  
23 and Morgan Creek that he received; (e) terminating Mr. Urquhart from his management  
24 positions and terminating Mr. Urquhart's and Westhampton's consulting agreements when it  
25 appeared that Mr. Urquhart would not endorse public statements and representations about



1 Mainland's projects and would not cooperate in a scheme to artificially inflate Mainland's  
2 and/or Morgan Creek's stock prices; and (f) refusing to compensate Mr. Urquhart and  
3 Westhampton for their services rendered by refusing to pay consulting and/or management fees,  
4 refusing to reimburse incurred expenses, placing untimely restrictions on Mr. Urquhart's ability  
5 to sell or transfer his Mainland and Morgan Creek stock; and implying, suggesting, and/or  
6 stating that shares of stock would not issue to Mr. Urquhart if he chose to exercise his Mainland  
7 and/or Morgan Creek stock options.

8 319. Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci,  
9 Mr. Barbon, Morgan Creek, Pierco, Pierco Energy, Mr. Thomas, Mr. Coulthard, Mr. Sorochan,  
10 Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr. Essiger, and/or  
11 Mr. Wilson intended to induce Mr. Urquhart and Westhampton to rely and act upon such  
12 representations.

13 320. Mr. Urquhart and Westhampton justifiably and reasonably relied upon the  
14 representations of Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr.  
15 Cicci, Mr. Barbon, Morgan Creek, Pierco, Pierco Energy, Mr. Thomas, Mr. Coulthard, Mr.  
16 Sorochan, Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr.  
17 Essiger, and/or Mr. Wilson.

18 321. Mr. Urquhart and Westhampton have sustained damages in excess of \$75,000.00  
19 as the result of said conduct.

20 322. It has been necessary for Mr. Urquhart and Westhampton to obtain the services of  
21 an attorney in order to seek relief in this matter, and Mr. Urquhart and Westhampton are entitled  
22 to an award of reasonable attorney's fees and costs incurred in this matter.

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**TWENTY-SIXTH CAUSE OF ACTION**

**(Negligent Misrepresentation against Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, Pierco and/or Pierco Energy)**

323. Mr. Urquhart and Westhampton reallege and reincorporate the allegations contained in paragraphs 1-322, inclusive.

324. Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, Pierco and/or Pierco Energy, in the course of their business in relation to the transfer of shares of stock and/or stock options in Mainland and/or Morgan Creek to Mr. Urquhart and/or in the course of their business relating to Mr. Urquhart's and Westhampton's consulting and/or management services, supplied Mr. Urquhart and Westhampton with information concerning the transfer of the stock and/or stock options and the compensation terms of the consulting and/or management agreements.

325. The information supplied by Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, Pierco and/or Pierco Energy was false, as detailed above.

326. Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, Pierco and/or Pierco Energy failed to exercise reasonable care or competence in obtaining the information and/or in communicating the information to Mr. Urquhart and Westhampton.

327. Mr. Urquhart and Westhampton justifiably relied on the information supplied by Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, Pierco and/or Pierco Energy.

328. As a result of Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, Pierco and/or Pierco Energy's false representations, Mr. Urquhart and Westhampton have been damaged in excess of \$75,000.00.

1           329. It has been necessary for Mr. Urquhart and Westhampton to obtain the services of  
2 an attorney in order to seek relief in this matter, and Mr. Urquhart and Westhampton are entitled  
3 to an award of reasonable attorney's fees and costs incurred in this matter.

4                           **TWENTY-SEVENTH CAUSE OF ACTION**  
5                           **(Conversion against Abigail, Mainland, Morgan Creek,**  
6                           **Mr. Fedun, Ms. Horton, and Mr. Newport)**

6           330. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
7 contained in paragraphs 1-329, inclusive.

8           331. Mr. Urquhart attempted to sell his 750,000 shares of common stock in Mainland,  
9 but Mainland, either of its own initiative and/or at the direction and/or request of Abigail, Mr.  
10 Fedun, Ms. Horton, and/or Mr. Newport, wrongfully placed a legend on Mr. Urquhart's shares  
11 of stock preventing their transfer or sale.

12           332. Mainland also wrongfully implied, suggested, and/or stated that its Board of  
13 Directors would not allow shares of stock to issue if Mr. Urquhart chose to exercise his 900,000  
14 shares of stock options in Mainland, thereby preventing Mr. Urquhart from exercising his stock  
15 options.

16           333. Morgan Creek wrongfully placed a legend on Mr. Urquhart's 521,111 shares of  
17 stock in Morgan Creek, thereby preventing their sale and/or transfer.

18           334. Morgan Creek wrongfully threatened that its Board of Directors would not allow  
19 shares of stock to issue if Mr. Urquhart chose to exercise his 500,000 shares of stock options in  
20 Morgan Creek, thereby preventing Mr. Urquhart from exercising his stock options.

21           335. As a result of their wrongful conduct, Abigail, Mainland, Morgan Creek, Mr.  
22 Fedun, Ms. Horton, and/or Mr. Newport committed, and continue to commit, distinct and  
23 multiple acts of dominion wrongfully over Mr. Urquhart's property.

24           336. Abigail, Mainland, Morgan Creek, Mr. Fedun, Ms. Horton, and/or Mr. Newport's  
25 acts were in denial of and/or inconsistent with, Mr. Urquhart's title and rights therein.

1           337. Abigail, Mainland, Morgan Creek, Mr. Fedun, Ms. Horton, and Mr. Newport's  
2 acts were in derogation, exclusion, or defiance of Mr. Urquhart's title or rights in his shares of  
3 stock and/or stock options in Mainland and/or Morgan Creek as described above.

4           338. As a result of Abigail, Mainland, Morgan Creek, Mr. Fedun, Ms. Horton, and/or  
5 Mr. Newport's conduct, Mr. Urquhart has suffered damages in excess of \$75,000.00

6           339. It has been necessary for Mr. Urquhart to obtain the services of an attorney in  
7 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable  
8 attorney's fees and costs incurred in this matter.

9                           **TWENTY-EIGHTH CAUSE OF ACTION**

10                   **(Intentional Interference with Prospective Economic Advantage**  
11                   **against Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport,**  
12                   **Mr. Pierce, Mr. Cicci, Mr. Barbon, Empire, and Morgan Creek)**

13           340. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
14 contained in paragraphs 1-339, inclusive.

15           341. At all relevant times mentioned herein, Mr. Urquhart had a property interest in:  
16 (a) the 750,000 shares of Mainland stock (now 1,500,000 shares); (b) 900,000 shares of  
17 Mainland stock options (now 1,800,000 shares); (c) 521,111 shares of Morgan Creek stock; and  
18 (d) 500,000 shares of Morgan Creek stock options, with the expectancy of a future economic  
19 benefit or advantage to Mr. Urquhart by the sale of these securities in the open market.

20           342. Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci,  
21 Mr. Barbon, Empire and/or Morgan Creek knew that Mr. Urquhart intended to sell his shares of  
22 Mainland and Morgan Creek stock in the open market and to exercise his shares of Mainland  
23 and Morgan Creek stock options.

24           343. By wrongfully placing the legends on Mr. Urquhart's shares of Mainland and  
25 Morgan Creek stock, preventing him from selling his shares of stock in the open market, as well  
as by wrongfully rescinding the Four Stock Agreements and wrongfully threatening that

1 Mainland's and Morgan Creek's Board of Directors would not allow shares of stock to issue if  
2 Mr. Urquhart chose to exercise his 500,000 shares of Morgan Creek stock options or his 900,000  
3 shares of Mainland stock options, Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Mr.  
4 Pierce, Mr. Cicci, Mr. Barbon, Empire and/or Morgan Creek intentionally interfered with Mr.  
5 Urquhart's economic expectancy and actually did interfere with that economic expectancy.

6 344. Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci,  
7 Mr. Barbon, Empire and/or Morgan Creek's conduct was not excused by any privilege or  
8 justification.

9 345. As a result of Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Mr.  
10 Pierce, Mr. Cicci, Mr. Barbon, Empire and/or Morgan Creek's conduct, Mr. Urquhart has  
11 suffered damages in excess of \$75,000.00.

12 346. It has been necessary for Mr. Urquhart to obtain the services of an attorney in  
13 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable  
14 attorney's fees and costs incurred in this matter.

15 **TWENTY-NINTH CAUSE OF ACTION**

16 **(Breach of Fiduciary Duty against Mainland and Morgan Creek)**

17 347. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
18 contained in paragraphs 1-346, inclusive.

19 348. Mr. Urquhart, as a shareholder of Mainland, was owed the highest duty of care  
20 and loyalty by Mainland.

21 349. Mr. Urquhart, as a shareholder of Morgan Creek, was also owed the highest duty  
22 of care and loyalty by Morgan Creek.

23 350. As a result of the acts complained of and detailed herein, Mainland and Morgan  
24 Creek breached its fiduciary duties to Mr. Urquhart.

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351. As a result of Mainland and Morgan Creek's breach of their fiduciary duties, Mr. Urquhart has suffered damages in excess of \$75,000.00.

352. It has been necessary for Mr. Urquhart to obtain the services of an attorney in order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable attorney's fees and costs incurred in this matter.

### THIRTIETH CAUSE OF ACTION

**(Conspiracy against Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, Mr. Thomas, Mr. Coulthard, Pierco, Pierco Energy, Mr. SoroChan, Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr. Essiger, and Mr. Wilson)**

353. Mr. Urquhart and Westhampton reallege and reincorporate the allegations contained in paragraphs 1-352, inclusive.

354. Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, Pierco, Pierco Energy, Mr. Thomas, Mr. Coulthard, Mr. Sorochan, Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr. Essiger, and/or Mr. Wilson, acting in concert, agreed and intended to accomplish an unlawful and wrongful objective; to wit: (a) the interference with and disruption of the Four Stock Agreements between Mr. Urquhart and Abigail, Mr. Fedun, Ms. Horton, and Mr. Newport, respectively; (b) the interference with and disruption of the stock option agreement between Mr. Urquhart and Mainland; (c) the oral agreements with Abigail, Mr. Fedun, Ms. Horton, and Mr. Newport regarding the fact that Mr. Urquhart did not have to pay the purchase price for the transfer of the Mainland stock to him; (d) the interference with and disruption of the stock transfer agreement between Mr. Urquhart and Morgan Creek; (e) the interference with and disruption of the stock option agreement between Mr. Urquhart and Morgan Creek; (f) the interference with and disruption of the executive services agreement between Mr. Urquhart and Westhampton and Morgan Creek; (g) the interference with and disruption of the oral agreement with Morgan

1 Creek regarding the fact that Mr. Urquhart did not have to pay the purchase price for the transfer  
2 of the Morgan Creek Stock to him; (h) the interference with and disruption of the consulting  
3 and/or management agreements between Mr. Urquhart and Westhampton and Mainland, Morgan  
4 Creek, and Pierco and/or Pierco Energy, respectively; (i) the interference with Mr. Urquhart's  
5 exercise and attainment of a prospective economic advantage through the sale of the securities  
6 on the open market; and (j) the breach of Mainland's and Morgan Creek's fiduciary duties to  
7 Mr. Urquhart.

8 355. In conducting the foregoing acts and in executing the object of the conspiracy,  
9 Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon,  
10 Morgan Creek, Pierco, Pierco Energy, Mr. Thomas, Mr. Coulthard, Mr. Sorochoan, Mr. Viard,  
11 Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr. Essiger, and/or Mr. Wilson  
12 were acting for the purpose of harming Mr. Urquhart and Westhampton.

13 356. As a result of Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Mr.  
14 Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, Pierco, Pierco Energy, Mr. Thomas, Mr.  
15 Coulthard, Mr. Sorochoan, Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr.  
16 Jewett, Mr. Essiger, and/or Mr. Wilson's conduct, Mr. Urquhart and Westhampton have suffered  
17 damages in excess of \$75,000.00.

18 357. It has been necessary for Mr. Urquhart and Westhampton to obtain the services of  
19 an attorney in order to seek relief in this matter, and Mr. Urquhart and Westhampton are entitled  
20 to an award of reasonable attorney's fees and costs incurred in this matter.

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**THIRTY-FIRST CAUSE OF ACTION**

**(Aiding and Abetting against Abigail, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Empire, Mr. Thomas, Pierco, Pierco Energy, Mr. Coulthard, Mr. Sorochan, Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr. Essiger, and Mr. Wilson)**

358. Mr. Urquhart and Westhampton reallege and reincorporate the allegations contained in paragraphs 1-357, inclusive.

359. Abigail, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Empire, Mr. Thomas, Pierco, Pierco Energy, Mr. Coulthard, Mr. Sorochan, Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr. Essiger, and/or Mr. Wilson knew or should have known of Mainland's and Morgan Creek's improper conduct in placing the legends on Mr. Urquhart's unrestricted shares of Mainland and Morgan Creek stock.

360. Abigail, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Empire, Mr. Thomas, Pierco, Pierco Energy, Mr. Coulthard, Mr. Sorochan, Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr. Essiger, and/or Mr. Wilson knew or should have known of Mainland's and Morgan Creek's improper conduct in implying, suggesting, and/or expressly threatening that their Board of Directors would not allow shares of stock to issue if Mr. Urquhart chose to exercise his 500,000 shares of Morgan Creek stock options or 900,000 shares of Mainland stock options

361. Abigail, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Empire, Mr. Thomas, Pierco, Pierco Energy, Mr. Coulthard, Mr. Sorochan, Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr. Essiger, and/or Mr. Wilson substantially assisted Mainland's and Morgan Creek's breach of its fiduciary duties to Mr. Urquhart by instructing, requesting, and/or assisting Mainland and Morgan Creek in placing legends on Mr. Urquhart's 750,000 shares of Mainland stock and 521, 111 shares of Morgan Creek stock.

1           362.    Abigail, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr.  
2   Barbon, Empire, Mr. Thomas, Pierco, Pierco Energy, Mr. Coulthard, Mr. Sorochan, Mr. Viard,  
3   Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr. Essiger, and/or Mr. Wilson  
4   substantially assisted Mainland's and Morgan Creek's breach of its fiduciary duties to Mr.  
5   Urquhart by instructing, requesting, and/or assisting Mainland and Morgan Creek in implying,  
6   suggesting, and/or expressly threatening that their Board of Directors would not allow shares of  
7   stock to issue if Mr. Urquhart chose to exercise his 900,000 shares of Mainland stock options or  
8   500,000 shares of Morgan Creek stock options.

9           363.    Abigail, Mr. Fedun, Ms. Horton, and/or Mr. Newport also substantially assisted  
10   Mainland and Morgan Creek by rescinding the Four Stock Agreements with Mr. Urquhart.

11           364.    Mr. Pierce, Mr. Cicci, and/or Mr. Barbon also substantially assisted Mainland  
12   and Morgan Creek by falsely representing to Mr. Urquhart that no monies were due and owing  
13   for the receipt of the 500,000 shares of Mainland stock and the 1,563,333 shares of Morgan  
14   Creek stock.

15           365.    Pierco also substantially assisted Mainland and Morgan Creek by offering its  
16   offices as the site for the April Meeting with Mr. Urquhart and allowing its employee's Mr.  
17   Cicci and Mr. Barbon to act as agents for Mainland and Morgan Creek.

18           366.    Empire also substantially assisted Mainland by placing the improper legend on  
19   Mr. Urquhart's 750,000 shares of stock and preventing him from selling the shares on the open  
20   market.

21           367.    As a result of Abigail, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr.  
22   Cicci, Mr. Barbon, Empire, Mr. Thomas, Pierco, Pierco Energy, Mr. Coulthard, Mr. Sorochan,  
23   Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr. Essiger, and/or  
24   Mr. Wilson's conduct, Mr. Urquhart has suffered damages in excess of \$75,000.00.

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1           368. It has been necessary for Mr. Urquhart to obtain the services of an attorney in  
2 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable  
3 attorney's fees and costs incurred in this matter.

4                                   **THIRTY-SECOND CAUSE OF ACTION**

5           **(Unjust Enrichment against Mainland, Morgan Creek, Pierco and/or Pierco Energy)**

6           369. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
7 contained in paragraphs 1-368, inclusive.

8           370. The efforts expended by Mr. Urquhart and Westhampton in performing  
9 consulting and/or management services to Mainland, Morgan Creek, Pierco and/or Pierco  
10 Energy provided a benefit to Mainland, Morgan Creek, Pierco and/or Pierco Energy, which  
11 benefit in equity and good conscience belongs to Mr. Urquhart and Westhampton.

12           371. The measure of this benefit is the reasonable value of Mr. Urquhart's and  
13 Westhampton's consulting and managing services, which value will be proved at trial.

14           372. As of today, 1,500,000 shares of Mainland stock and 521,111 shares of Morgan  
15 Creek stock owned by Mr. Urquhart cannot be sold or transferred on the open market. This  
16 restriction has positively impacted Mainland's and Morgan Creek's stock prices. Therefore,  
17 Mainland and Morgan Creek have been provided a benefit, which in equity and good conscience  
18 belongs to Mr. Urquhart.

19           373. The measure of this benefit is the difference between the current stock prices of  
20 Mainland and Morgan Creek and the stock prices that reasonably could have occurred if Mr.  
21 Urquhart had been permitted to sell and trade his shares of Mainland and Morgan Creek stock  
22 on the open market, which value will be proved at trial.

23           374. As of today, 1,800,000 shares of Mainland stock options and 500,000 shares of  
24 Morgan Creek stock options cannot be exercised, and Mr. Urquhart has been prevented from  
25 selling and/or trading the issued shares on the open market. This wrongful prevention of the

1 exercising of Mr. Urquhart's stock options has positively impacted Mainland's and Morgan  
2 Creek's stock prices. Therefore, Mainland and Morgan Creek have been provided a benefit,  
3 which in equity and good conscience belongs to Mr. Urquhart.

4 375. The measure of this benefit is the difference between the current stock prices of  
5 Mainland and Morgan Creek and the stock prices that reasonably could have occurred if Mr.  
6 Urquhart had been permitted to exercise his stock options and sell and trade his shares of  
7 Mainland and Morgan Creek stock on the open market, which value will be proved at trial.

8 376. It has been necessary for Mr. Urquhart and Westhampton to obtain the services of  
9 an attorney in order to seek relief in this matter, and Mr. Urquhart and Westhampton are entitled  
10 to an award of reasonable attorney's fees and costs incurred in this matter.

11 **THIRTY-THIRD CAUSE OF ACTION**

12 **(Specific Performance against Abigail, Mainland,  
13 Mr. Fedun, Ms. Horton, Mr. Newport, Empire and Morgan Creek)**

14 377. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
15 contained in paragraphs 1-376, inclusive.

16 378. The terms of the Four Stock Agreements are definite and certain.

17 379. The terms of the oral agreement between Mr. Urquhart and Mainland are definite  
18 and certain and unequivocally provide that Mr. Urquhart does not have to pay the purchase price  
19 for his receipt of the 500,000 shares of Mainland stock.

20 380. The terms of the stock option agreement between Mr. Urquhart and Mainland are  
21 definite and certain.

22 381. The terms of the stock transfer agreement between Mr. Urquhart and Morgan  
23 Creek and definite and certain.

24 382. The terms of the stock option agreement and/or the Morgan Creek Agreement are  
25 definite and certain.

1           383. The terms of the oral agreement between Mr. Urquhart and Morgan Creek are  
2 definite and certain and unequivocally provide that Mr. Urquhart does not have to pay the  
3 purchase price for his receipt of the 1,563,333 shares of Morgan Creek stock.

4           384. Pursuant to NRS 104.8204 and Rule 144 of the Securities Act of 1933, Mr.  
5 Urquhart has unrestricted ownership of: (a) 1,500,000 shares of Mainland stock; (b) 521,111  
6 shares of Morgan Creek stock; (c) 1,800,000 shares of Mainland stock options; and (d) 500,000  
7 shares of Morgan Creek stock options.

8           385. Mr. Urquhart has no adequate remedy at law to relieve the damage and harm  
9 suffered as a result of Abigail, Mr. Fedun, Ms. Horton, Mr. Newport, Mainland, and/or Empire's  
10 placement of an improper restriction on the sale or transfer of Mr. Urquhart's shares of Mainland  
11 stock.

12           386. Mr. Urquhart has no adequate remedy at law to relieve the damage and harm  
13 suffered as a result of Morgan Creek's placement of an improper restriction on the sale or  
14 transfer of Mr. Urquhart's shares of Morgan Creek stock.

15           387. Mr. Urquhart has no adequate remedy at law to relieve the damage and harm  
16 suffered as a result of Morgan Creek's and Mainland's threats to refuse to issue stock if Mr.  
17 Urquhart exercises his Morgan Creek and Mainland stock options.

18           388. Mr. Urquhart has no adequate remedy at law, because he intended to maintain at  
19 least a partial ownership interest in both Mainland and Morgan Creek, taking advantage of the  
20 low purchase and strike prices for the Mainland and Morgan Creek stock and stock options  
21 given to him.

22           389. Mr. Urquhart is ready, willing, and able to tender performance and to pay  
23 Abigail, Mr. Fedun, Ms. Horton, and Mr. Newport for the 500,000 shares of Mainland stock  
24 contracted for on April 8, 2008.

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1           390. Mr. Urquhart is ready, willing, and able to tender performance and to pay  
2 Morgan Creek for the 1,563,333 shares of Morgan Creek stock contracted for in or around April  
3 2008.

4           391. Mr. Urquhart is entitled to an Order compelling Abigail, Mainland, Mr. Fedun,  
5 Ms. Horton, Mr. Newport, and Empire to tender 1,500,000 un-legended, unrestricted shares of  
6 Mainland stock to Mr. Urquhart.

7           392. Mr. Urquhart is entitled to an Order compelling Mainland to tender 1,800,000 un-  
8 legended, unrestricted shares of Mainland stock options to Mr. Urquhart.

9           393. Mr. Urquhart is entitled to an Order compelling Morgan Creek to tender 521,111  
10 un-legended, unrestricted shares of Morgan Creek stock to Mr. Urquhart.

11           394. Mr. Urquhart is entitled to an Order compelling Morgan Creek to tender 500,000  
12 un-legended, unrestricted shares of Morgan Creek stock options to Mr. Urquhart.

13           395. It has been necessary for Mr. Urquhart to obtain the services of an attorney in  
14 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable  
15 attorney's fees and costs incurred in this matter.

16                           **THIRTY-FOURTH CAUSE OF ACTION**

17                           **(Injunctive Relief against Abigail, Mainland, Mr. Fedun,**  
18                           **Ms. Horton, Mr. Newport, Morgan Creek, and Empire)**

19           396. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
20 contained in paragraphs 1-395, inclusive.

21           397. Abigail, Mr. Fedun, Ms. Horton, and Mr. Newport have attempted to rescind the  
22 Four Stock Agreements, and they directed, instructed, and/or requested that Mainland place a  
23 legend on Mr. Urquhart's 1,500,000 shares of stock, thereby preventing him from selling and/or  
24 trading his shares of stock on the open market.  
25

1           398. Mainland continues to refuse to remove the improper legend from Mr. Urquhart's  
2 1,500,000 shares of Mainland stock, thereby preventing Mr. Urquhart from selling and/or  
3 trading his shares on the open market.

4           399. Empire continues to refuse to tender 1,500,000 shares of Mainland stock to Mr.  
5 Urquhart, thereby preventing Mr. Urquhart from selling and/or trading his shares on the open  
6 market.

7           400. Morgan Creek continues to refuse to remove the improper legend form Mr.  
8 Urquhart's 521,111 shares of Morgan Creek stock, thereby preventing Mr. Urquhart from selling  
9 and/or trading his shares on the open market.

10           401. Morgan Creek continues to imply, suggest, and/or expressly threaten that it will  
11 refuse to issue stock if Mr. Urquhart exercises his 500,000 Morgan Creek stock options, thereby  
12 preventing Mr. Urquhart from selling and/or trading some or all of these to-be issued shares on  
13 the open market.

14           402. Mainland continues to imply, suggest, and/or expressly threaten that it will refuse  
15 to issue stock if Mr. Urquhart exercises his 1,800,000 Mainland stock options, thereby  
16 preventing Mr. Urquhart from selling and/or trading some or all of these to-be issued shares on  
17 the open market.

18           403. Pursuant to NRS 104.8204 and Rule 144 of the Securities Act of 1933, Mr.  
19 Urquhart has unrestricted ownership of: (a) 1,500,000 shares of Mainland stock; (b) 521,111  
20 shares of Morgan Creek stock; (c) 1,800,000 shares of Mainland stock options; and (d) 500,000  
21 shares of Morgan Creek stock options.

22           404. The continuing existence of the legends on Mr. Urquhart's shares of Mainland  
23 and Morgan Creek stock constitute a continuing and irreparable injury to Mr. Urquhart.

24           405. The continuing threat to refuse to issue stock upon the exercise of Mr. Urquhart's  
25 stock options also constitutes a continuing and irreparable injury to Mr. Urquhart.



1           406. Mr. Urquhart has been irreparably injured because he intended to maintain at  
2 least a partial ownership interest in both Mainland and Morgan Creek, taking advantage of the  
3 low purchase and strike prices for the Mainland and Morgan Creek stock and stock options  
4 given to him.

5           407. Mr. Urquhart therefore seeks preliminary and permanent injunctive relief  
6 compelling: (a) Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Empire, and Morgan  
7 Creek to remove the legends and any other restrictions from Mr. Urquhart's shares of Mainland  
8 and Morgan Creek stock; and (2) Mainland and Morgan Creek to issue stock to Mr. Urquhart  
9 pursuant to the terms of the parties' stock option agreements, if and when Mr. Urquhart chooses  
10 to exercise his Mainland and Morgan Creek stock options.

11           408. It has been necessary for Mr. Urquhart to obtain the services of an attorney in  
12 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable  
13 attorney's fees and costs incurred in this matter.

### 14           **THIRTY-FIFTH CAUSE OF ACTION**

15           **(Declaratory Judgment against Abigail, Mainland,**  
16 **Mr. Fedun, Ms. Horton, Mr. Newport, Morgan Creek, Mr. Pierce, Mr. Cicci, Mr. Barbon,**  
17 **Mr. Thomas, Mr. Coulthard, Mr. SoroChan, Mr. Viard, Mr. Johnson, Mr. Markham, Mr.**  
18 **Horton, Mr. Box, Mr. Jewett, Mr. Essiger, and Mr. Wilson)**

19           409. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
20 contained in paragraphs 1-407, inclusive.

21           410. A justiciable controversy exists between Mr. Urquhart and Westhampton and  
22 Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Morgan Creek, Mr. Pierce, Mr. Cicci,  
23 Mr. Barbon, Mr. Thomas, Mr. Coulthard, Mr. SoroChan, Mr. Viard, Mr. Johnson, Mr. Markham,  
24 Mr. Horton, Mr. Box, Mr. Jewett, Mr. Essiger, and/or Mr. Wilson pursuant to the Uniform  
25 Declaratory Judgment Act, NRS 30.010, *et seq.* Such a controversy exists where a claim of  
right is asserted against one who has an interest in contesting the claim of right.

1           411. Mr. Urquhart and Westhampton have a legally-protectable interest in prosecuting  
2 this claim, and this interest is adverse to the interests of Abigail, Mainland, Mr. Fedun, Ms.  
3 Horton, Mr. Newport, Morgan Creek, Mr. Pierce, Mr. Cicci, Mr. Barbon, Mr. Thomas, Mr.  
4 Coulthard, Mr. Sorochan, Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr.  
5 Jewett, Mr. Essiger, and/or Mr. Wilson.

6           412. The issues involved in this controversy are ripe for judicial determination.

7           413. This Court has the power to declare the rights, status, and other legal  
8 relationships between Mr. Urquhart, Westhampton, Abigail, Mainland, Mr. Fedun, Ms. Horton,  
9 Mr. Newport, Morgan Creek, Mr. Pierce, Mr. Cicci, Mr. Barbon, Mr. Thomas, Mr. Coulthard,  
10 Mr. Sorochan, Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr.  
11 Essiger, and Mr. Wilson.

12           414. Accordingly Mr. Urquhart and Westhampton seek a declaratory judgment  
13 pursuant to NRS 30.010, *et seq.*, as follows:

14               A. That Mr. Urquhart is the owner of 1,500,000 un-legended, unrestricted  
15 shares of common stock in Mainland;

16               B. That Mr. Urquhart is the owner of 1,800,000 shares of stock options in  
17 Mainland;

18               C. That Mr. Urquhart is the owner of 521,111 un-legended, unrestricted  
19 shares of common stock in Morgan Creek;

20               D. That Mr. Urquhart is the owner of 500,000 shares of stock options in  
21 Morgan Creek;

22               E. That Mr. Pierce, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr.  
23 Jewett, Mr. Essiger, Mr. Wilson, and/or Mr. Viard, collectively or individually, are the alter egos  
24 of Morgan Creek;

25

1 F. That Mr. Pierce, Mr. Newport, Mr. Sorochan, Ms. Horton, Mr. Viard, Mr.  
2 Thomas, and/or Mr. Fedun, collectively or individually, are the alter egos of Mainland; and

3 G. That Mainland and/or Mr. Coulthard, jointly or individually, are the alter  
4 egos of Abigail;

5 H. That Mr. Pierce is also the alter ego of Pierco, and Pierco Energy;

6 I. That Mr. Pierce, Mr. Cicci, and/or Mr. Barbon, collectively or  
7 individually, are the actual, implied, and/or apparent agents of Abigail, Mainland, Morgan  
8 Creek, Mr. Fedun, Ms. Horton, and/or Mr. Newport, for the purposes of the negotiation and  
9 execution of: (a) the Four Stock Agreements; (b) the stock option agreement between Mainland  
10 and Mr. Urquhart; (c) the oral purchase price agreements between Mr. Urquhart and Abigail,  
11 Mr. Fedun, Ms. Horton, and Mr. Newport; (d) the consulting agreement between Mainland and  
12 Mr. Urquhart and Westhampton; (e) the Morgan Creek Agreement; (f) the stock transfer  
13 agreement between Morgan Creek and Mr. Urquhart; (g) the stock option agreement between  
14 Mr. Urquhart and Morgan Creek; (h) the oral purchase price agreement between Mr. Urquhart  
15 and Morgan Creek; and (i) the consulting and/or management agreement between Morgan Creek  
16 and Mr. Urquhart and Westhampton.

17 J. That Mr. Pierce, Mr. Cicci, and/or Mr. Barbon, collectively or  
18 individually, are the actual, implied, and/or apparent agents of Pierco and Pierco Energy, for the  
19 purposes of the negotiation and execution of the consulting and/or management agreement  
20 between Pierco, Pierco Energy, Mr. Urquhart, and Westhampton.

21 415. It has been necessary for Mr. Urquhart and Westhampton to obtain the services of  
22 an attorney in order to seek relief in this matter, and Mr. Urquhart and Westhampton are entitled  
23 to an award of reasonable attorney's fees and costs incurred in this matter.

24 ///

25 ///

**THIRTY-SIXTH CAUSE OF ACTION**

**(Violation of NRS 90.570 against Abigail, Mr. Fedun, Ms. Horton,  
Mr. Newport, Morgan Creek, Mr. Pierce, Mr. Cicci, and Mr. Barbon)**

416. Mr. Urquhart and Westhampton reallege and reincorporate the allegations contained in paragraphs 1-415, inclusive.

417. Abigail, Mr. Fedun, Ms. Horton, Mr. Newport, and Morgan Creek directly and/or indirectly through their agents Mr. Pierce, Mr. Cicci, and/or Mr. Barbon, made untrue statements of material fact and/or omitted to state material facts necessary to make the statements made not misleading to Mr. Urquhart during the course of the negotiation and execution of the Four Stock Agreements and the stock transfer agreement between Morgan Creek and Mr. Urquhart. Specifically, Abigail, Mr. Fedun, Ms. Horton, Mr. Newport, and Morgan Creek directly and/or indirectly through their agents Mr. Pierce, Mr. Cicci, and/or Mr. Barbon, falsely informed Mr. Urquhart and/or allowed Mr. Urquhart to believe, based on their omission of material facts, that Mr. Urquhart was not required to pay for the receipt of 500,000 shares of Mainland stock and 1,563,333 shares of Morgan Creek stock.

418. Abigail, Mr. Fedun, Ms. Horton, Mr. Newport, and Morgan Creek directly and/or indirectly through their agents Mr. Pierce, Mr. Cicci, and/or Mr. Barbon, also engaged in acts which operated as a fraud upon Mr. Urquhart during the course the course of the negotiation and execution of the Four Stock Agreements and the stock transfer agreement between Morgan Creek and Mr. Urquhart. Specifically, Abigail, Mr. Fedun, Ms. Horton, Mr. Newport, and Morgan Creek directly and/or indirectly through their agents Mr. Pierce, Mr. Cicci, and/or Mr. Barbon led Mr. Urquhart to believe that he was the owner of 500,000 shares of unrestricted, un-legended Mainland stock and 1,563,333 shares of unrestricted, un-legended Morgan Creek stock, and Abigail, Mr. Fedun, Ms. Horton, Mr. Newport, and Morgan Creek directly and/or indirectly through their agents Mr. Pierce, Mr. Cicci, and/or Mr. Barbon failed to inform Mr.

1 Urquhart that legends would be placed on these shares of stock until he paid the purchase price  
2 of these shares.

3 419. Abigail, Mr. Fedun, Ms. Horton, Mr. Newport, Morgan Creek, Mr. Pierce, Mr.  
4 Cicci, and/or Mr. Barbon's actions violated NRS 90.570.

5 420. As a direct and proximate result of Abigail, Mr. Fedun, Ms. Horton, Mr.  
6 Newport, Morgan Creek, Mr. Pierce, Mr. Cicci, and/or Mr. Barbon's violation of NRS 90.570,  
7 Mr. Urquhart has incurred damages pursuant to NRS 90.660, in an amount to be proven at trial.

8 421. It has been necessary for Mr. Urquhart to obtain the services of an attorney in  
9 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable  
10 attorney's fees and costs incurred in this matter.

11 **THIRTY-SEVENTH CAUSE OF ACTION**

12 **(Violation of NRS 104.8401 against Mainland)**

13 422. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
14 contained in paragraphs 1-421, inclusive.

15 423. Mainland is the issuer of the 1,500,000 shares of stock to Mr. Urquhart.

16 424. Mr. Urquhart requested that Mainland register the transfer of his securities so that  
17 he could sell a portion of his shares of Mainland stock on the open market.

18 425. Mainland had a duty to register a transfer of the securities.

19 426. Mainland has unreasonably and without justification delayed and refused to  
20 register the shares of Mainland stock for transfer.

21 427. Mainland's conduct is a violation of NRS 104.8401.

22 428. As a direct and proximate result of Mainland's violation of NRS 104.8401, Mr.  
23 Urquhart has incurred damages in an amount to be proven at trial.

24  
25

1           429. It has been necessary for Mr. Urquhart to obtain the services of an attorney in  
2 order to seek relief in this matter, and Mr. Urquhart is entitled to an award of reasonable  
3 attorney's fees and costs incurred in this matter.

4                           **THIRTY-EIGHTH CAUSE OF ACTION**

5           **(Corporate Veil against Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett,**  
6           **Mr. Essiger, Mr. Wilson, Mr. Viard, Mr. Newport, Mr. Sorochoan, Ms. Horton, Mr.**  
7           **Thomas, Mr. Fedun, Mr. Coulthard, Mainland, and Mr. Pierce)**

8           430. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
9 contained in paragraphs 1-429, inclusive.

10          431. In engaging in the acts described above, Mr. Pierce, Mr. Johnson, Mr. Markham,  
11 Mr. Horton, Mr. Box, Mr. Jewett, Mr. Essiger, Mr. Wilson, Mr. Viard, Mr. Newport, Mr.  
12 Sorochoan, Ms. Horton, Mr. Thomas, Mr. Fedun, Mr. Coulthard, and/or Mainland acted as the  
13 alter egos of Mainland, Morgan Creek, Abigail, Pierco, and/or Pierco Energy. Specifically:

14               A. Mr. Pierce, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett,  
15 Mr. Essiger, Mr. Wilson, and/or Mr. Viard, collectively or individually, influenced and governed  
16 Morgan Creek;

17               B. Mr. Pierce, Mr. Newport, Mr. Sorochoan, Ms. Horton, Mr. Viard, Mr.  
18 Thomas, and/or Mr. Fedun, collectively or individually, influenced and governed Mainland;

19               C. Mainland and/or Mr. Coulthard, jointly or individually, influenced and  
20 governed Abigail;

21               D. Mr. Pierce also influenced and governed Pierco and/or Pierco Energy;

22               E. There was such an unity of interest and ownership that Mr. Pierce, Mr.  
23 Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr. Essiger, Mr. Wilson, Mr. Viard  
24 and Morgan Creek were inseparable from one another;  
25

1 F. There was such an unity of interest and ownership that Mr. Pierce, Mr.  
2 Newport, Mr. Sorochan, Ms. Horton, Mr. Viard, Mr. Thomas, Mr. Fedun and Mainland were  
3 inseparable from one another;

4 G. There was such an unity of interest and ownership that Mainland, Mr.  
5 Coulthard, and Abigail were inseparable from one another;

6 H. There was such an unity of interest and ownership that Mr. Pierce, Pierco,  
7 and Pierco Energy were inseparable from one another;

8 I. Adherence to the fiction of a separate entity would sanction fraud or  
9 promote a manifest injustice.

10 432. Mr. Pierce, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr.  
11 Essiger, Mr. Wilson, and/or Mr. Viard are liable for the acts of Morgan Creek, as described  
12 herein.

13 433. Mr. Pierce, Mr. Newport, Mr. Sorochan, Ms. Horton, Mr. Viard, Mr. Thomas,  
14 and/or Mr. Fedun are liable for the acts of Mainland, as described herein.

15 434. Mainland and/or Mr. Coulthard are liable for the acts of Abigail, as described  
16 herein.

17 435. Mr. Pierce is liable for the acts of Pierco and Pierco Energy, as described herein.

18 **THIRTY-NINTH CAUSE OF ACTION**

19 **(Punitive Damages against Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport,**  
20 **Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, Empire, Mr. Thomas, Mr. Coulthard,**  
21 **Pierco, Pierco Energy, Mr. Sorochan, Mr. Viard, Mr. Johnson, Mr. Markham, Mr.**  
22 **Horton, Mr. Box, Mr. Jewett, Mr. Essiger, and Mr. Wilson)**

23 436. Mr. Urquhart and Westhampton reallege and reincorporate the allegations  
24 contained in paragraphs 1-435, inclusive.

25 437. As to the acts and allegations regarding the wrongful acts and breach of  
obligations not arising from contract, Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport,



1 Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, Empire, Mr. Thomas, Mr. Coulthard, Pierco,  
2 Pierco Energy, Mr. Sorochan, Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr.  
3 Jewett, Mr. Essiger, and/or Mr. Wilson have been guilty of oppression, fraud, or malice, express  
4 or implied, thereby entitled Mr. Urquhart and Westhampton to an award of punitive damages, in  
5 an amount to be proved at trial.

6 WHEREFORE Mr. Urquhart and Westhampton prays for judgment against Abigail,  
7 Mainland, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan  
8 Creek, Empire, Mr. Thomas, Mr. Coulthard, Pierco, Pierco Energy, Mr. Sorochan, Mr. Viard,  
9 Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr. Essiger, and/or Mr. Wilson  
10 as follows:

- 11 1. For judgment against Abigail for breach of contract in an amount to be proven at  
12 trial;
- 13 2. For judgment against Mr. Fedun for breach of contract in an amount to be proven  
14 at trial;
- 15 3. For judgment against Ms. Horton for breach of contract in an amount to be  
16 proven at trial;
- 17 4. For judgment against Mr. Newport for breach of contract in an amount to be  
18 proven at trial;
- 19 5. For judgment against Mainland for breach of contract in an amount to be proven  
20 at trial;
- 21 6. For judgment against Morgan Creek for breach of contract in an amount to be  
22 proven at trial;
- 23 7. For judgment against Pierco and/or Pierco Energy, jointly and severally, for  
24 breach of contract in an amount to be proven at trial;

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1           8.     For judgment against Abigail for contractual breach of the implied covenant of  
2 good faith and fair dealing in an amount to be proven at trial;

3           9.     For judgment against Mr. Fedun for contractual breach of the implied covenant of  
4 good faith and fair dealing in an amount to be proven at trial;

5           10.    For judgment against Ms. Horton for contractual breach of the implied covenant  
6 of good faith and fair dealing in an amount to be proven at trial;

7           11.    For judgment against Mr. Newport for contractual breach of the implied covenant  
8 of good faith and fair dealing in an amount to be proven at trial;

9           12.    For judgment against Mainland for contractual breach of the implied covenant of  
10 good faith and fair dealing in an amount to be proven at trial;

11          13.    For judgment against Morgan Creek for contractual breach of the implied  
12 covenant of good faith and fair dealing in an amount to be proven at trial;

13          14.    For judgment against Pierco and/or Pierco Energy, jointly and severally, for  
14 contractual breach of the implied covenant of good faith and fair dealing in an amount to be  
15 proven at trial;

16          15.    For a judgment against Abigail for promissory estoppel in an amount to be  
17 proven at trial;

18          16.    For a judgment against Mr. Fedun for promissory estoppel in an amount to be  
19 proven at trial;

20          17.    For a judgment against Ms. Horton for promissory estoppel in an amount to be  
21 proven at trial;

22          18.    For a judgment against Mr. Newport for promissory estoppel in an amount to be  
23 proven at trial;

24          19.    For a judgment against Mainland for promissory estoppel in an amount to be  
25 proven at trial;

1           20.     For a judgment against Morgan Creek for promissory estoppel in an amount to be  
2 proven at trial;

3           21.     For a judgment against Pierco and/or Pierco Energy, jointly and severally, for  
4 promissory estoppel in an amount to be proven at trial;

5           22.     For a judgment against Mainland for tortious breach of the implied covenant of  
6 good faith and fair dealing in an amount to be proven at trial;

7           23.     For a judgment against Morgan Creek for tortious breach of the implied covenant  
8 of good faith and fair dealing in an amount to be proven at trial;

9           24.     For a judgment against Mainland, Mr. Pierce, Mr. Cicci, Mr. Barbon, and/or  
10 Empire, jointly and severally, for interference with contract in an amount to be proven at trial;

11           25.     For a judgment against Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport,  
12 Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, Pierco, Pierco Energy, Mr. Thomas, Mr.  
13 Coulthard, Mr. Sorochan, Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr.  
14 Jewett, Mr. Essiger, and/or Mr. Wilson, jointly and severally, for fraud in an amount to be  
15 proven at trial;

16           26.     For a judgment against Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport,  
17 Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, Pierco and/or Pierco Energy, jointly and  
18 severally, for negligent misrepresentation in an amount to be proven at trial;

19           27.     For a judgment against Abigail, Mainland, Morgan Creek, Mr. Fedun, Ms  
20 Horton, and/or Mr. Newport, jointly and severally, for conversion in an amount to be proven at  
21 trial;

22           28.     For a judgment against Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport,  
23 Mr. Pierce, Mr. Cicci, Mr. Barbon, Empire, and/or Morgan Creek, jointly and severally, for  
24 intentional interference with prospective economic advantage in an amount to be proven at trial;

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1           29.     For a judgment against Mainland and/or Morgan Creek, jointly and severally, for  
2 breach of fiduciary duty in an amount to be proven at trial;

3           30.     For a judgment against Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport,  
4 Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, Pierco, Pierco Energy, Mr. Thomas, Mr.  
5 Coulthard, Mr. Sorochan, Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr.  
6 Jewett, Mr. Essiger, and/or Mr. Wilson, jointly and severally, for conspiracy in an amount to be  
7 proven at trial;

8           31.     For judgment against Abigail, Mr. Fedun, Ms. Horton, Mr. Newport, Mr. Pierce,  
9 Mr. Cicci, Mr. Barbon, Empire, Mr. Thomas, Pierco, Pierco Energy, Mr. Coulthard, Mr.  
10 Sorochan, Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr.  
11 Essiger, and/or Mr. Wilson, jointly and severally, for aiding and abetting in an amount to be  
12 proven at trial;

13           32.     For judgment against Mainland, Morgan Creek, Pierco, and/or Pierco Energy,  
14 jointly and severally, for unjust enrichment in an amount to be proven at trial;

15           33.     For judgment against Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport,  
16 Empire and/or Morgan Creek, jointly and severally, for specific performance;

17           34.     For judgment against Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport,  
18 Morgan Creek, and/or Empire, jointly and severally, for injunctive relief;

19           35.     For judgment against Abigail, Mainland, Mr. Fedun, Ms. Horton, Mr. Newport,  
20 Morgan Creek, Mr. Pierce, Mr. Cicci, Mr. Barbon, Mr. Thomas, Mr. Coulthard, Mr. Sorochan,  
21 Mr. Viard, Mr. Johnson, Mr. Markham, Mr. Horton, Mr. Box, Mr. Jewett, Mr. Essiger, and/or  
22 Mr. Wilson, jointly and severally, for declaratory judgment;

23           36.     For judgment against Abigail, Mr. Fedun, Ms. Horton, Mr. Newport, Morgan  
24 Creek, Mr. Pierce, Mr. Cicci, and/or Mr. Barbon, jointly and severally, for violation of NRS  
25 90.570 in an amount to be proven at trial;

1           37.     For judgment against Mainland for violation of NRS 104.8401 in an amount to be  
2 proven at trial;

3           38.     For judgment against Mr. Pierce, Mr. Johnson, Mr. Markham, Mr. Horton, Mr.  
4 Box, Mr. Jewett, Mr. Essiger, Mr. Wilson, Mr. Viard, Mr. Newport, Mr. Sorochoan, Ms. Horton,  
5 Mr. Thomas, Mr. Fedun, Mr. Coulthard, and/or Mainland, jointly and severally, as the alter ego  
6 of Mainland, Morgan Creek, Abigail, Pierco, and/or Pierco Energy;

7           39.     For an award of punitive damages against Abigail, Mainland, Mr. Fedun, Ms.  
8 Horton, Mr. Newport, Mr. Pierce, Mr. Cicci, Mr. Barbon, Morgan Creek, Empire, Mr. Thomas,  
9 Mr. Coulthard, Pierco, Pierco Energy, Mr. Sorochoan, Mr. Viard, Mr. Johnson, Mr. Markham,  
10 Mr. Horton, Mr. Box, Mr. Jewett, Mr. Essiger, and/or Mr. Wilson, jointly and severally, in an  
11 amount to be proven at trial;

12           40.     For an award of attorney's fees as permitted by law;

13           41.     For an award of the costs incurred in bringing and maintaining this litigation as  
14 permitted by law;

15           42.     For such other and further relief as the court deems proper.

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**JURY DEMAND**

Pursuant to Federal Rule of Civil Procedure 38(b), Mr. Urquhart and Westhampton demand a jury trial of all issues so triable.

DATED this 21st day of July, 2009.

BAILEY ♦ KENNEDY

By: /s/ Sarah E. Harmon

Dennis L. Kennedy, Nevada Bar No. 1462  
Sarah E. Harmon, Nevada Bar No. 8106  
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Attorneys for Defendants/Counter-Claimants  
DAVID URQUHART and  
WESTHAMPTON, LTD.

**CERTIFICATE OF SERVICE**

In accordance with Fed. R. Civ. P. 5, I certify that I am an employee of Bailey ♦ Kennedy and that on the 21st day of July, 2009, a copy of the foregoing DEFENDANT DAVID URQUHART'S ANSWER TO PLAINTIFF'S COMPLAINT AND JURY DEMAND AND COUNTER-CLAIMANTS DAVID URQUHART AND WESTHAMPTON, LTD.'S COUNTER-COMPLAINT AND JURY DEMAND was served on the parties by filing and serving the same using the ECF system or by United States mail postage prepaid as follows:

Fred "Pete" Gibson, III  
Robert Hernquist  
Lionel Sawyer & Collins  
1700 Bank of America Plaza  
300 South Fourth Street  
Las Vegas, Nevada 89101

/s/Susan Russo  
Susan Russo, an employee with  
BAILEY ♦ KENNEDY